

Serapis Tasking Form

Tasking Form Part 1: *(to be completed by the Authority's Project Manager)*

To:	Lot 2 BAE Systems Applied Intelligence Ltd	From:	The Authority - DSTL
Any Task placed as a result of your quotation will be subject to the Terms and Conditions of Framework Agreement Number: LOT 2 DSTL/AGR/SERAPIS/SPA/01			
VERSION CONTROL			
V3			
REQUIREMENT			
Proposal Required by:	May 2022	Task ID Number:	[S34]
The Authority Project Manager:	Accountable: [Redacted – Personal Information]	The Authority Technical Point of Contact:	PTA and Lead Researcher: [Redacted – Personal Information]
Task Title:	JOVE Mission		
Required Start Date:	May 2022 (Start of Phase 1)	Required End Date:	31/03/2025 (without further extension via options)
Requisition No:	1000167971		
Budget Range:	[Redacted – Commercially Sensitive Information]		
TASK DESCRIPTION AND SPECIFICATION			
Serapis Framework Lot	<input type="checkbox"/> Lot 1: Collect <input checked="" type="checkbox"/> Lot 2: Space systems <input type="checkbox"/> Lot 3: Decide <input type="checkbox"/> Lot 4: Assured information infrastructure <input type="checkbox"/> Lot 5: Synthetic environment and simulation <input type="checkbox"/> Lot 6: Understand		
Statement of Requirements (SOR) a) Statement of Work, JOVE_SOW_0001, Issue 2.0, 25/03/2022 b) Systems Requirements Document, JOVE_SRD_0001, issue 2.0, 25/03/2022 c) [Redacted – Defence]			
Procurement Strategy <input checked="" type="checkbox"/> Lot Lead to recommend <input type="checkbox"/> Single Source / Direct Award			
Pricing:			

☒ Firm Pricing ☐ Ascertained Costs* ☐ Other*

Firm Pricing shall be in accordance with DEFCON 127 and DEFCON 643

Ascertained Costs shall be in accordance with DEFCON 653 or DEFCON 802.

*only at Authority's discretion

Task IP Conditions

Task IP Conditions (Follow the NIPPY guide to identify your information and IP requirements for each deliverable)	Summary of the Authority's rights in foreground IP (IP generated by the supplier in performance of the contract)
DEFCON 703 <input checked="" type="checkbox"/>	Vests ownership with the Authority
DEFCON 705 Full Rights <input checked="" type="checkbox"/>	Enables MOD to share in confidence as GFI or IRC under certain types of agreements. Can be shared in confidence within UK Government.
OTHER IP DEFCONS: 14* <input type="checkbox"/> , 15* <input type="checkbox"/> , 16* <input type="checkbox"/> , 90* <input type="checkbox"/> , 91* <input type="checkbox"/> , 126* <input type="checkbox"/>	Generally only suitable for deliverables at TRL 6 and above.
BESPOKE IP Clause <input type="checkbox"/> *	Details to be added and agreed by IP Group

* Do not use without IPG advice and approval

Note – DEFCON 705 will be applied (edition 6/21) with the Authority defined to cover all UK Government Departments, for the purposes of DEFCON 705 clauses 12, 13, 30 and 31. The "Authority" as referenced within this Condition at clauses 12, 13, 30, 31 shall be deemed to be any United Kingdom Government Department.

DELIVERABLES:

a) [Redacted – Technically Sensitive information]

Note – Supplier is reminded that DEFCON 632 applies. Supplier to notify Dstl as early as reasonably possible of any proposed background IP, and any proposed limitations – typically this means notifying us prior to signing the contract.

DELIVERABLE: ACCEPTANCE / REJECTION CRITERIA

Unless otherwise stated below, Standard Deliverable Acceptance / Rejection applies. This is 30 business days, in accordance with DEFCON 524 Rejection, and DEFCON 525 Acceptance.

Standard Deliverable Acceptance / Rejection:-

Yes ☒ (DEFCON 524 Rejection, and DEFCON 525 Acceptance)

No ☐ (if no, please state details of applicable criteria below)

Deliverable Acceptance / Rejection Criteria:-

Refer to SoW/SRD artefacts for full details

Government Furnished Assets (GFA)

ISSUE OF EQUIPMENT/RESOURCES/INFORMATION/FACILITIES (if not applicable, delete table and insert "None" in this text box)

Refer to SoW/SRD artefacts for full details

QUALITY STANDARDS

- ☒ **ISO9001** (Quality Management Systems)
- ☐ **ISO14001** (Environment Management Systems)
- ☐ **ISO12207** (Systems and software engineering — software life cycle)
- ☐ **TickITPlus** (Integrated approach to software and IT development)
- ☐ **Other:** (Please specify in free text below)

SECURITY CLASSIFICATION OF THE WORK**Phase 1:****[Redacted – Sensitive Information]**

Is a Security Aspects Letter (SAL) required? *(A Security Aspects Letter (SAL) will be required for each Task above Official-Sensitive and above)*

Yes ☒ No ☐**Phase 2 and Phase :****[Redacted – Sensitive Information]**

Is a Security Aspects Letter (SAL) required? *(A Security Aspects Letter (SAL) will be required for each Task above Official-Sensitive and above)*

Yes ☒ No ☐

TASK CYBER RISK ASSESSMENT. *(In accordance with [DEF STAN 05-138](#) and the [Risk Assessment Workflow](#))*

Cyber Risk Level	Very Low
Risk Assessment Reference	[Redacted – Sensitive Information]

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THIS CONTRACT**Commercial Approach to the JOVE Mission:**

[Redacted – Commercially Sensitive Information]

Please ensure all completed forms are copied to [Redacted - Personal Information] when sending to the Lot Lead.

Tasking Form Part 2: *(To be completed by the Lot Lead)*

To: The Authority

From: The Lot Lead

Delivery of the requirement: [Redacted – Sensitive Information]

Proposal Reference [Redacted Information] – Sensitive Information (attached)

Delivery of the requirement:

Self-delivered ☐ Supply-chain delivered ☒

Supplier	Proposal Reference	Version	Date
[Redacted – Sensitive Information]	[Redacted – Sensitive Information]	1.0	1 June 2022

1. Background

[Redacted – Sensitive Information]

2. Deliverables

[Redacted – Sensitive Information]

3. Resources

[Redacted – Sensitive Information]

4. Implementation Plan

[Redacted – Sensitive Information]

5. Dependencies

[Redacted – Sensitive Information]

6. Acceptance

[Redacted – Sensitive Information]

7. Risks

[Redacted – Sensitive Information]

In placing an order against this proposal, Dstl acknowledge the content of the proposal and its risks, assumptions, exclusions and dependencies and the level of assurance activities proposed. We will provide technical assurance as per the signed out level of the contract. Should there be any last minute changes to meetings or other activities, we cannot guarantee suitable SQEP will be available due to other commitments, but will work to best endeavours. Should we receive a Purchase Order after the validity date has passed, we cannot guarantee assigned resource will be available and therefore the start and end dates will need reviewing and the supplier may wish to withdraw their bid submission.

Delivery of the requirement: [Redacted – Sensitive Information]

Self-delivered ☐ **Supply-chain delivered** ☒

Supplier	Proposal Reference	Version	Date
[Redacted – Sensitive Information]	[Redacted – Sensitive Information]	1.0	01/06/2022

1. Background

[Redacted – Sensitive Information]

2. Deliverables

[Redacted – Sensitive Information]

3. Resources

[Redacted – Sensitive Information]

4. Implementation Plan

[Redacted – Sensitive Information]

5. Dependencies

[Redacted – Sensitive Information]

6. Acceptance

[Redacted – Sensitive Information]

7. Risks

[Redacted – Sensitive Information]

In placing an order against this proposal, Dstl acknowledge the content of the proposal and its risks, assumptions, exclusions and dependencies and the level of assurance activities proposed. We will provide technical assurance as per the signed out level of the contract. Should there be any last minute changes to meetings or other activities, we cannot guarantee suitable SQEP will be available due to other commitments, but will work to best endeavours. Should we receive a Purchase Order after the validity date has passed, we cannot guarantee assigned resource will be available and therefore the start and end dates will need reviewing and the supplier may wish to withdraw their bid submission.

Delivery of the requirement:

Self-delivered ☐ **Supply-chain delivered** ☒

Supplier	Proposal Reference	Version	Date
[Redacted – Sensitive Information]	[Redacted – Sensitive Information]	1	31/05/2022

1. Background

[Redacted – Sensitive Information]

2. Deliverables

[Redacted – Sensitive Information]

3. Resources

[Redacted – Sensitive Information]

4. Implementation Plan

[Redacted – Sensitive Information]

5. Dependencies

[Redacted – Sensitive Information]

6. Acceptance

[Redacted – Sensitive Information]

7. Risks

[Redacted – Sensitive Information]

In placing an order against this proposal, Dstl acknowledge the content of the proposal and its risks, assumptions, exclusions and dependencies and the level of assurance activities proposed. We will provide technical assurance as per the signed out level of the contract. Should there be any last minute changes to meetings or other activities, we cannot guarantee suitable SQEP will be available due to other commitments, but will work to best endeavours. Should we receive a Purchase Order after the validity date has passed, we cannot guarantee assigned resource will be available and therefore the start and end dates will need reviewing and the supplier may wish to withdraw their bid submission.

Clauses applicable for all suppliers

8. Special Terms

This Call-Off Tasking Form Part B (the “Proposal”) is submitted under the terms of the Framework Agreement for Serapis Framework Agreement Lot 2, #DSTL/AGR/SERAPIS/SPA/01 dated 9th July 2019 (the “Contract”). It is based on the special terms set out in this Proposal, which, notwithstanding clause 3.3 of Section 2 (Special Conditions) of the Contract, shall take precedence over the terms and conditions contained within the said Contract.

Acceptance

For the purposes of DEFCON 524 and DEFCON 525, the express period for the right to reject any deliverable and where Acceptance is deemed to have occurred shall be 30 business days from delivery.

Purpose

For the purposes of Clause 5.2.2 of Section 2 (Special Conditions) of the Contract, the purpose for this Call-Off Task is as set out in the SoR. The Parties agree that any additional purpose which the Authority either expressly or impliedly makes known to the Contractor before or after the date of this Call-Off Task must be either added as an update to this Call-Off Task prior to signature, or amended through the

appropriate change control procedure under the Contract. Where such an update or amendment is not made, the purpose identified within this Call-Off Task shall take precedence and the Authority cannot rely on any purpose not formalised in accordance herewith.

Remedy Period

For this Call-Off Task, the Parties agree that for the purposes of Clause 13.2 of Section 2 (Special Conditions) of the Contract, the Contractor shall have a period of 30 business days to remedy a breach (if such a breach is remediable) prior to the Authority terminating the Call-Off Task.

Intellectual Property

Only the deliverables stated in the SOW are to be provided at the end of Phase 1 and all shall be delivered at DEFCON 705 Full Rights to the extent possible. The Systems Requirements Document (TN-05) shall be at DEFCON 705 Full Rights only.

Please refer back to the supplier's proposal for further information.

Export

The Contractor is not aware of any export requirements for this Call-Off Task. Obligations related to export as set out in the Contract shall therefore not apply to this Call-Off Task, and the Authority shall be responsible for all export control requirements arising under this Call-Off Task.

Assurance Activities

No assurance activities will be applied to the Phase 1 of this task.

Advice

Whilst AI will exercise all reasonable skill, care and diligence in the performance of this service, it remains the responsibility of Dstl to employ its experience and judgement in interpreting the technical information and results generated from the Task. Thus, save as set out in this Tasking Order Form, no liability can be accepted with respect to the accuracy of the technical information and results and their eventual use. Please note AI's advice is limited to technical solutions. AI is not able to give advice, judgement or views as to the legal impact or consequence of any technical solution.

Warranty of Information

The contractor does not provide any warranty correctness or accuracy of information provided to or from its Sub-Contractors.

Protection of Personal Data

The Contractor will not be processing any Personal Data under this Call-Off Task.

Limit of Liability

Subject to Clauses:

- 1.2, the Contractor's liability to the Authority, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Contract, in respect of:
 - a. Clause 3 of DEFCON 76 shall not exceed 150% of the Task Value; and
 - b. Loss of or damage to any articles, software or issued property that is outside the scope of DEFCON 76 shall not exceed 150% of the Task Value; and
 - c. Loss of Authority Data shall not exceed 150% of the Task Value; and
 - d. Breach of Contract, negligence and third party claims, excluding any third party claims under Defcon 632, shall not exceed 150% of the Task Value.
- 1.2 Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
 - a. under DEFCONs 531 and 632; or

- b. for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors; or
- c. for fraud, or fraudulent misrepresentation; or
- d. for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
- e. for any other liability which cannot be limited or excluded by law.

1.3 The Contractor shall not be liable for any indirect, special or consequential loss or damage howsoever arising.

COVID 19

The spread and longevity of the COVID-19 virus continues to evolve and although BAE Systems is taking reasonable action to reduce the impact on programme and service delivery, quantifying that impact on the future delivery of this programme is not currently possible. Our proposal therefore assumes that our normal operations will be utilised in the provision of the services and we will work through with you any changes required to that approach depending on the specific circumstances encountered.

It is assumed that any changes to the solution, delivery plan or price required as a result of or in connection with the impact of the COVID-19 virus will be subject to the Change Control Process.

PRICE BREAKDOWN

The firm price to the Authority will be invoiced in accordance with the Contract at the times specified in the Milestones Deliverables and Payments schedules below.

The **Pre-Contract Phase 1 Competition TMS** to the Authority will be firm price and will be invoiced in accordance with the Contract at the times specified in the Milestones Deliverables and Payments schedules below.

The **Pre-Contract Phase 2/3 Competition TMS** to the Authority will be ascertained cost and will be invoiced in accordance with the Contract at the times specified in the Milestones Deliverables and Payments schedules below.

All prices detailed in this Proposal are in £ sterling and exclusive of Value Added Tax, which shall be charged at the prevailing rate.

This Proposal is valid for 30 days.

Offer of Contract: *(to be completed and signed by the Contractor's Commercial or Contract Manager)*

Total Proposal Price in £	£796,537.77 (ex VAT)		
Start Date:	T0	End Date:	T0+3 months
Lot Leads Representative	Name	[Redacted – Personal Information]	
	Tel	[Redacted – Personal Information]	
	Email	[Redacted – Personal Information]	
	Date	19/07/2022	
Position in Company	[Redacted – Personal Information]		
Signature	[Redacted – Personal Information]		

Core Work – Breakdown

Lot Lead Rates for Task Management Services (TMS)

Please insert/delete rows as necessary

Team Member Name	Role	Activity Type	Rate (£)	Total Hours	LMS recovery per role per hour (‘d’ element)	Total LMS recovery due (£) (‘d’ x total hours)	Total TMS Cos (£) (Rate x total hours)
[Redacted Personal Information]	Choose an item.	Contracting / Competition	[Redacted - Commercially Sensitive Information]	[Redacted - Commercially Sensitive Information]	[Redacted - Commercially Sensitive Information]	[Redacted Commercially Sensitive Information]	[Redacted Commercially Sensitive Information]
[Redacted Personal Information]	Choose an item.	Contracting / Competition	[Redacted - Commercially Sensitive Information]	[Redacted - Commercially Sensitive Information]	[Redacted - Commercially Sensitive Information]	[Redacted Commercially Sensitive Information]	[Redacted Commercially Sensitive Information]
[Redacted Personal Information]	Choose an item.	Contracting / Competition	[Redacted - Commercially Sensitive Information]	[Redacted - Commercially Sensitive Information]	[Redacted - Commercially Sensitive Information]	[Redacted Commercially Sensitive Information]	[Redacted Commercially Sensitive Information]
[Redacted Personal Information]	Choose an item.	Contracting / Competition	[Redacted - Commercially Sensitive Information]	[Redacted - Commercially Sensitive Information]	[Redacted - Commercially Sensitive Information]	[Redacted Commercially Sensitive Information]	[Redacted Commercially Sensitive Information]
[Redacted Personal Information]	Choose an item.	Contracting / Competition	[Redacted - Commercially Sensitive Information]	[Redacted - Commercially Sensitive Information]	[Redacted - Commercially Sensitive Information]	[Redacted Commercially Sensitive Information]	[Redacted Commercially Sensitive Information]

[Redacted Personal Information] –	Choose an item.	Contracting / Competition	[Redacted - Commercially Sensitive Information]	[Redacted - Commercially Sensitive Information]	[Redacted - Commercially Sensitive Information]	[Redacted Commercially Sensitive Information] –	[Redacted Commercially Sensitive Information]
[Redacted Personal Information] –	Choose an item.	Contracting / Competition	[Redacted - Commercially Sensitive Information]	[Redacted - Commercially Sensitive Information]	[Redacted - Commercially Sensitive Information]	[Redacted Commercially Sensitive Information] –	[Redacted Commercially Sensitive Information]
Total				[Redacted - Commercially Sensitive Information]		[Redacted Commercially Sensitive Information] –	[Redacted Commercially Sensitive Information]

Work Delivered by Sub-Contractor(s)

We recognise that suppliers may fit into multiple categories, please choose the drop down that categorises the supplier by the definition that is lowest on the list (i.e. a Defence Supplier Academic would be treated as an Academic).

Please insert/delete rows as necessary

Name of Sub-Contractor	Supplier Type	Activity Description	Rate (£)	Total Hours	Total Cost (£)
[Redacted Sensitive Information] –	SME	Phase 1 of S34	See Annex A	See Annex A	[Redacted - Commercially Sensitive Information]
[Redacted Sensitive Information] –	SME	Phase 1 of S34	See Annex A	See Annex A	[Redacted - Commercially Sensitive Information]
[Redacted Sensitive Information] –	SME	Phase 1 of S34	See Annex A	See Annex A	[Redacted - Commercially Sensitive Information]
Total					[Redacted - Commercially Sensitive Information]