

## RCloud Tasking Form – Part A: Task Overview

### 1. Project Title and Return Deadline

<b>Top Level Budget (TLB)</b>	[Redacted] Under FOI Exemption
<b>Title of Requirement</b>	Metamaterials mm-wave Array PhD
<b>Requisition No.</b>	RQ0000008273
<b>Tasking Form Version</b>	0.1
<b>Deadline for Clarification Questions</b>	18/05/2022
<b>Return Deadline</b>	31/05/2022

### 2. Primary Contact

<b>Name</b>	[Redacted] Under FOI Exemption
<b>E-mail Address</b>	[Redacted] Under FOI Exemption
<b>Telephone Number</b>	[Redacted] Under FOI Exemption

### 3. Summary of Task Information

<b>Key Dates / Contract Duration</b>	Anticipated Start Date	01/09/2022
	Anticipated End Date	31/08/2026
<b>Highest Security Classification<sup>1</sup></b>	Tasking Form (including supporting documentation)	[Redacted] Under FOI Exemption
	Work to be undertaken:	[Redacted] Under FOI Exemption
	Deliverables / Outputs:	[Redacted] Under FOI Exemption
<b>Pricing Mechanism</b>	Firm	

<sup>1</sup> Further details of security classification and the full requirements can be found at the Gov.UK website at: <https://www.gov.uk/government/publications/security-policy-framework>.

<p><b>Intellectual Property Rights (IPR)</b></p>	<p>R-Cloud Annex A IPR T&amp;C's apply.</p> <p>If any non-standard IP rights are required, this is set out in this tasking form, (Part B, section 1.6). See also Schedule 3, Annex A par 1.2, 12(d) and 12(g) of the RCloud Terms and Conditions.</p> <p>A Full Rights version is required for each deliverable (par 9). Document marking requirements are set out in this tasking form (par 17).</p> <p>All deliverable information is to be delivered in Full Rights version(s), except information that is clearly identified by the Supplier as being Background IP, and where the Authority agrees in writing that it can be delivered only in Limited Rights version(s).</p> <p>Are the University Deliverables subject to IPR that has been exclusively, or part funded by Private Venture, Foreign Investment, or otherwise than by Authority funding?" (Please provide a Yes/No Response) – aka "Background IP"</p> <p>If the answer is "YES", then the University is required to provide further details as followings :</p> <p>IPR Restrictions</p> <ol style="list-style-type: none"> <li>1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.</li> <li>2. In particular, you must identify: <ol style="list-style-type: none"> <li>a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;</li> <li>b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables;</li> <li>c. the nature of any allegation referred to under sub-paragraph 2.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information; and / or</li> <li>d. any action you need to take, or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 2.b.</li> </ol> </li> <li>3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not</li> </ol>
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acknowledge any such restriction unless so notified using DEFFORM 711 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

**Cyber Risk Level**

**Cyber Risk Assessment – Interim Process**

The previous Cyber Risk Assessment portal has now been closed down to make way for a new tool being created. There is currently an interim process. Follow the process below for this ITT.

In accordance with the Supplier Cyber Protection Risk Assessment (RA) Workflow, if a RAR reference is stated on this tasking form, an SAQ Form must be completed by the contractor before a contract can be awarded.

A PDF version of the SAQ form has been included as part of the document pack uploaded on R-Cloud V4.0 for this purpose. Please complete the form and return it to [ISSDes-DCPP@mod.gov.uk](mailto:ISSDes-DCPP@mod.gov.uk) during the tender period. Copy in the email address of the named Commercial Contact for this ITT. An SAQ reference will be generated and sent in response within a few days. The SAQ reference must be included with the tender response. A Cyber Implementation

	Plan (CIP) should also be included if appropriate.
<b>Cyber Risk Assessment (RA) Reference<sup>2</sup></b>	[Redacted] Under FOI Exemption
<b>Research Worker Forms</b>	Required
<b>Research Worker Form Process</b>	All Research Workers forms to be uploaded with the tasking form.

<b>Additional Terms and Conditions (if applicable)</b>
<p>Interim payments will be made annually, in arrears, and upon satisfactory completion of all deliverables at the end of each PhD year.</p> <p>[Redacted] wishes to ensure the rights to publish any information associated with the deliverables.</p> <p>R-Cloud T&amp;Cs are intended to cover the whole PhD output.</p> <p>Work will not commence until a supervisor and student have been identified and security checks, where applicable, have been carried out and confirmed by the Authority. [Redacted] reserves the right to terminate this contract in the event that a student is not identified or security checks successfully completed within a reasonable timeframe.</p> <p>Completion and acceptance of security checks is at the Authority's sole discretion.</p>

#### 4. Supporting Documentation

<b>Supporting documents</b>	<b>All supporting documentation will be published in the RCloud Portal, unless otherwise stated below.</b>
<b>Statement of Requirement</b>	[See the RCloud Portal]
<b>Security Aspects Letter</b>	Not Applicable
<b>Research Worker Form</b>	[See the RCloud Portal]
<b>Statement Relating to Good Standing</b>	[See the RCloud Portal]
<b>Supplier Assurance Questionnaire</b>	[See the RCloud Portal]

<sup>2</sup> If stated, a Cyber Risk Assessment (RA) must be completed by the successful bidder before a contract can be awarded. Further information can be found at <https://suppliercyberprotection.service.xgov.uk>

**DEFFORM 711**

[See the RCloud Portal]

## SPECIAL NOTES AND INSTRUCTIONS TO TENDERERS

The contents of the RCloud Tasking Form and subsequent instructions must not be disclosed to unauthorised persons and must be used only for the purposes of responding.

In addition to the R-Cloud Agreement Terms and Conditions and R-Cloud Tasking Form, the following shall also apply:

### 1. Submission of the proposal

- 1.1 Your proposal should be returned via R-Cloud Portal, ensuring individual documents are uploaded to the coherent area of R-Cloud, unless otherwise agreed with the Authority in writing.
- 1.3 Documents should arrive no later than the date stated at Part A (Section 1). Any responses after this time may not be considered for assessment.
- 1.4 As part of the Tenderers response:
  - Tenderers are required to provide a full breakdown of the prices proposed for the requirement as per the SOR, utilising the rates which are to be used under RCloud .(version 4)
  - The Tenderer must clearly state in the response any Third Party or Company owned background Intellectual Property (IP) that is proposed to be used in undertaking this task.
  - The Authority reserves the right to reject any proposal which includes Background IP, or 3rd party IP in the deliverables where that IP may need to be withheld and therefore limiting the Authorities ability to exploit the deliverables.
  - The Tenderers response must detail the proposed split between Contractor, partners and sub-Contractors (if applicable) in terms of both effort and finance (percentage and value).
  - Technical and commercial proposals must be separated into 2 individual documents, ensuring there are no commercial elements contained within technical responses.

### 2. Communication and Clarification

- 2.1 All communications including approaches for technical and commercial information and clarification must be made via the Task Primary Contact (as identified at Part A (Section 2)).
- 2.2 Responses to clarification questions will be answered in writing as soon as practicable after receipt.
- 2.3 The Authority may wish to seek, where appropriate, further clarification of the proposal, including technical expertise in the form of a written response, presentation and/or Contractor visit.

### 3. Evaluation Process

- 3.1 The proposal will be assessed for commercial compliance using the criteria set out in Part B of the Tasking Form.
- 3.2 The proposal will be individually reviewed by a Technical Evaluation Panel using the technical evaluation criteria and marking scheme set out in Annex C to the Tasking Form.

### 4. Task Timetable

- 4.1 All dates associated with this Task may be subject to change, any changes will be communicated using the notification process in the RCloud Portal.

### 5. Disclaimer

- 5.1 The placing of any contract will depend upon consideration of the proposal received and the Authority reserves the right, if necessary, not to place any contract as a result of this Task. Any expenses incurred by the bidder during the Tasking Procedure will remain the liability of the bidder.

- 5.2 Whilst every care has been taken to ensure that the data and information contained within this Tasking Form is valid, the Authority does not warrant the accuracy of the information and data contained therein. At any time prior to the deadline for receipt, the Authority may amend the Task documents. Any such amendment will be notified via the RCloud Portal. In order to provide reasonable time in which to take the amendment into account in preparing your proposal. The Authority may, at its discretion, extend the deadline for receipt.