

Statement of Requirement (SoR)

For: Business consultancy ☐ Corporate Procurement ☒

Reference Number	RQ0000060752
Version Number	0.1
Date	08/02/2022

1.	Requirement
1.1	Title
	UK Patent Attorney Services Section 26, Defence.
1.2	Summary
	<p>The Defence Science and Technology Laboratory (Dstl) ('Customer') is an executive agency of the Ministry of Defence (MOD) employing approximately 5500 staff across three core sites. The Agency exists to supply the very best impartial, scientific and technical research and advice to the MOD and other government departments.</p> <p>Dstl has a requirement for services provided by Patent Agent firms to provide advice including filing and prosecuting applications for patents and other registerable rights in the UK on behalf of the Secretary of State for Defence. The Dstl Intellectual Property (IP) Group and the central MOD IP team (DIPR) require this for UK applications to provide a surge capacity and to cover technology areas that cannot be supported by internal Dstl and MOD DIPR Attorneys.</p>
1.3	Background
	<p>It is important to understand the difference between general legal firms that provide Intellectual Property Rights (IPR) advice and patent agent firms, as they are not the same thing. General legal firms provide general IP advice, whereas patent agent firms have staff with the necessary technical and legal qualifications to file and prosecute patents and other registerable rights. Another important factor to note, is that agents prosecuting</p>

	<p>applications must be able to represent clients before their national office and as such an agent is required to have an address and be qualified in a particular country. As such agents must be UK based for this requirement. It should also be understood that agents will specialise in particular technologies, [REDACTED]</p> <p>[REDACTED] Section 43, Commercial interests. [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
1.4	Requirement
	<p>Constraints: This is for UK based registered intellectual property requirements only.</p> <p>Assumption: The Supplier will employ staff with the necessary professional and technical qualifications and experience to supply the services required and will be regulated by IPREG. [REDACTED]</p> <p>[REDACTED] Section 43, Commercial interests. [REDACTED]</p> <p>[REDACTED]</p> <p>a. General requirements</p> <p>The provision of professional patent, registered design and/or trade mark legal advice and associated administrative support services relating to the protection of inventions, designs and/or trade marks (collectively Intellectual Property) owned or controlled by the Secretary of State for Defence, or in which the Secretary of State for Defence has an interest. This includes representing The Secretary of State for Defence before the national and regional intellectual property authorities where required, and the provision of advice on related issues including the drafting and prosecution of applications for the protection of IP in the UK and Europe, advice and services relating to the defence, enforcement and/or renewal of subsequent rights (including challenges to those rights) and advice relating to national law and other forms of IP protection.</p> <p>[REDACTED]</p> <p>[REDACTED] Section 43, Commercial interests. [REDACTED]</p> <p>[REDACTED]</p>

	<div>Section 43, Commercial interests.</div> <div></div>
1.5	<p>b. Mandatory/Essential Requirements</p> <p>The Supplier must ensure that:</p> <ul style="list-style-type: none"> all attorneys are UK based and able to represent clients before the UK Intellectual Property Office patent attorneys are fully qualified to practise and must have expertise, or be able to access other patent attorneys with the relevant expertise, in the relevant technical fields including: <div>Section 26, Defence.</div> <ul style="list-style-type: none"> the Supplier's site has a Facility Security Clearance (known as List X in the UK) or must be willing to obtain such clearance (see: https://www.gov.uk/government/publications/security-requirements-for-list-x-contractors) the Supplier's attorneys shall be available to attend meetings in the Bristol and/or Salisbury area when required. staff working under this Contract or with access to classified information provided to the Supplier under this Contract are security cleared up to SECRET level (including administrative staff as may be applicable). If they do not have security clearance, staff must be willing to undergo the process to obtain Security Clearance. (See: https://www.gov.uk/government/organisations/united-kingdom-security-vetting) the Supplier and its attorneys are professionally registered, regulated by the IP Regulation Board (IPReg) and that the services are provided exclusively by such registered attorneys.
	<p>c. Desirable requirements</p> <p>Out of office hours, (normal working hours are typically 9am-5pm), telephone support for urgent tasks should be available Monday to Friday with the exception of bank holidays.</p>

d. Optional Requirement

Out of office Hours telephone support for urgent tasks should be available 24 hours a day and 7 days a week.

The Supplier is requested to:

Provide details of any discounts offered related to volume of work or methods of work such as electronic communications.

Provide details of any free law updates or education they offer to clients.

Provide details of any opportunities to second patent attorneys into the Customer IP teams for extended periods.

1.6	Deliverables & Intellectual Property Rights (IPR)					
Ref.	Title	Due by	Format	Expected classification (subject to change)	What information is required in the deliverable	IPR DEFCON/ Condition
<i>D – 1</i>	Progress Reports	When Requested		O	Progress Reports shall be supplied as requested by the Instructing Attorney	703
<i>D - 2</i>	Summary Reports	When Requested		O	Annual Report on cases managed, fees paid and fees due. Supplied as requested by the Customer.	703
<i>D - 3</i>	Other Deliverable			O	The Supplier shall deliver advice and services in line with the requirement and as specified by the MOD Formalities Team and the instructing attorney in Dstl, meeting all applicable legal deadlines. Completed actions/information shall be sent to the MOD Formalities Team and/or the UKIPO (or other relevant intellectual property office) as directed. The Supplier shall provide a detailed inventory of work done, the	703

					attorney undertaking the work, and the charge out rate to the MOD Formalities Team for approval.	

1.7	Deliverable Acceptance Criteria
	<p>Each task shall have specific deliverables specified by the Customer and agreed in advance of commencement of work by the Supplier. The type of deliverables shall include, without limitation:</p> <div data-bbox="229 461 1458 815" style="background-color: black; color: red; text-align: center; padding: 20px;"> <p>Section 43, Commercial interests.</p> </div> <p>All deliverables shall be delivered to the professional standard expected of a Registered Patent or Trade Mark Attorney dependant on the task performed.</p> <p>Each task under the contract shall be instructed by a nominated Dstl patent or trade mark attorney who shall be responsible for reviewing and accepting all Deliverables required under the task. Any amendments required to the Deliverables shall be communicated to the Supplier by the nominated Dstl patent or trade mark attorney.</p>

2.	Quality Control and Assurance
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2.1	Quality Control and Quality Assurance processes and standards that must be met by the contractor
	<input type="checkbox"/> ISO9001 (Quality Management Systems) <input type="checkbox"/> ISO14001 (Environment Management Systems) <input type="checkbox"/> ISO12207 (Systems and software engineering — software life cycle) <input type="checkbox"/> TickITPlus (Integrated approach to software and IT development) <input checked="" type="checkbox"/> Other: (Please specify below)
2.2	Safety, Environmental, Social, Ethical, Regulatory or Legislative aspects of the requirement
	Social Values included as part of the Evaluation with 10% weighting.

3.	Security		
3.1	Highest security classification		
	Of the work		Section 26, Defence
	Of the Deliverables/ Output		
3.2	Security Aspects Letter (SAL)		
	Yes		
	If yes, please see SAL reference-		Section 26, Defence
3.3	Cyber Risk Level		
	Section 26, Defence		
3.4	Cyber Risk Assessment (RA) Reference		

Section 26, Defence

4. Government Furnished Assets (GFA)

GFA to be Issued - Yes

GFA No.	Unique Identifier/ Serial No	Description:	Available Date	Issued by	Return or Disposal Date
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5. Proposal Evaluation criteria

5.1 Technical Evaluation Criteria

Provide copies of CVs for staff members whom you would have working on tasks undertaken by your patent Attorneys and evidence of experience in the following technical areas:

Section 43, Commercial interests.

	<ul style="list-style-type: none"> Registered Design and/or Trademark legal advice service (30%) <p>How would you staff an issue if:</p> <ol style="list-style-type: none"> We require work in a niche area that they don't have experience in? A member of staff moves on – what are the business continuity plans in place? (10%) <p>What procedures do you have in place for controlling costs where the task scope increases and how would you report this to the customer? (10%)</p> <p>Please provide us with an outline of how official deadlines are handled and met? What are your processes and procedures? (10%)</p> <p>Detail what experience you have working with UK Government Departments/MOD and provide any specific evidence to support your response? (30%)</p> <p>Please provide us with a social values response in relation to: (10%)</p> <ul style="list-style-type: none"> Tackling economic inequality Equal opportunity
5.2	Commercial Evaluation Criteria

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Exit Plan (to be agreed once contract has been awarded)

At the end of the contract, the Supplier shall archive all data, information, documents, etc. pertaining to the work as a whole for 6 years.

Both Parties are responsible to ensure that the Contract Closure activities take place in a timely manner.

Appointment of Responsibilities; Responsible Personnel and timescales shall be defined nearer to contract end.

Contract Closure activities are listed below but not limited to the following:

- Notification of all Parties of Contract closure
- All task completed/delivered and accepted

6.	Defcons
Defcon:	Covering:
076	<i>Contractor's Personnel at Government Establishments</i>
703	<i>Intellectual Property Rights – Vesting in the Authority</i>
658	<i>Cyber</i>
539	Transparency
531	Disclosure Of Information
660	Official-Sensitive Security Requirements

Section 43, Commercial interests.