

MASTER

E17
08/09

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Innovate UK
Technology Strategy Board

SBRI Government challenges
Ideas from business
Innovative solutions


**Ministry
of Defence**

**DTEC/179 Framework Agreement for SBRI Challenge – Fuels and
Lubricants**

**DTEC/179 Framework Agreement for SBRI Challenge – Fuels and Lubricants ("F&L")
(the Framework Agreement)**

THIS FRAMEWORK AGREEMENT IS DATED:

Between:

**The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland
(the Authority); and**

**The Participating Framework Contractors ("the Framework Contractors") who are listed at
Annex E.**

Background:

- a. The Authority has placed an advertisement on the Innovate UK website on 1st June 2015 seeking submissions from interested suppliers who propose new ways to improve user effectiveness through coherent and integrated clothing and protection systems.
- b. The Framework Contractors have been appointed as Parties to this Framework Agreement following submission of Phase 1 proposals in response to this advertisement.
- c. The purpose of this Framework Agreement is to enable the Authority to place orders for Research Activity services with supplier organisations under the terms of a Framework Agreement for the pre-commercial procurement of research activities under the SBRI process.
- d. Contracts for Research Activity Services let by Call-Off Orders under this Framework Agreement shall be on identical terms and conditions.
- e. The F&L research activities shall be structured in two phases:
 - i. Phase 1. Competition and subsequent proposals concentrating on research and development which will significantly contribute to proving the scientific, technical and commercial feasibility of the EIPe research project. Following successful completion and acceptance of Phase 1 tasks, the Authority shall consider progression of the EIPe research project to Phase 2. The decision as to whether to proceed to Phase 2 shall be at the total discretion of the Authority.
 - ii. Phase 2. If the Authority decides to proceed to Phase 2, it will evaluate the Contractors Phase 2 proposals in accordance with Annex B of this Framework Agreement. Successful contractors will be tasked to carry out activities set out in their Phase 2 proposals through the award of a separate Call-Off Order.
- f. The Framework Contractors acknowledge that, in entering into this Framework Agreement, that no form of exclusivity or volume guarantee has been granted by the Authority in relation to the Phase 1 and Phase 2 research activities and that the Authority is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of research activities which are the same or similar to those being proposed.

IT IS AGREED as follows:

1. If the Authority decides that it wishes to task a Framework Contractor to carry out Phase 1 or Phase 2 research activities, it will evaluate the Phase 1 and where applicable, Phase 2 proposals

in accordance with Annex B. Successful Framework Contractors will be tasked to carry out the activities set out in their Phase 1, and where applicable, Phase 2 proposals through the award of a separate Call-Off Order substantially in the form set out at Annex C.

2. The Authority will pay successful Framework Contractors as set out in section 3 of Annex C for:
 - 2.1 undertaking the Research Activity; and
 - 2.2 in respect of the rights of use in Intellectual Property Rights (IPR) in the Technical Deliverables granted to the Authority pursuant to DEFCON 705,
 - 2.3 in respect of the rights of use in non-technical copyright works granted to the Authority pursuant to DEFCON 90.
3. No payment shall be made until Acceptance of the Technical Deliverables sought pursuant to Section 2 of Annex C is obtained explicitly and unconditionally, or in the case of stage payments according to the provisions shown at Clause 11.5.
4. The Authority may, at its absolute discretion, vary the Framework Agreement at any time, having due regard to all applicable governance regulations. The Authority shall inform the Framework Contractors of any such variation up to three (3) months before that variation is due to take effect.
5. Interested parties and Framework Contractors can access the MoD's Acquisition System Guidance (ASG) via the Defence Gateway, which defines how the Authority conducts, governs and controls the defence acquisition process. The ASG is a main enabler for improving delivery to the armed forces and for producing greater value for money for the taxpayer. It will provide detailed and specific information to answer most potential queries. The ASG is only available via registered access (the link is given at the end of this paragraph). Please complete the registration form to get a log-on account. Once you have activated your account you will be able to browse the ASG.

ASG link <https://sts.defencegateway.mod.uk/register.aspx>

Framework Agreement – Terms and Conditions

1. GENERAL CONDITIONS

The DEFCONs shown at Annex A are expressly incorporated into this Framework Agreement.

2. DEFINITIONS

In this Framework Agreement, unless the context requires otherwise, the following words and phrases shall have the following meanings:

"Acceptance" means the explicit communication by the Authority's representative that the Technical Deliverables meet the requirements of the Contract according to paragraph 6.

"Authority's Commercial Officer" means the Authority's commercial contact point as stated at section 1 of DEFFORM 111.

"Authority's Project Manager" means the Authority's project contact point as stated at section 2 of DEFFORM 111.

"Call-Off Order" means the legally binding agreement (made pursuant to the provisions of this Framework Agreement) between the Authority and the Framework Contractor for the provision of Phase 1 or Phase 2 Research Activity Services.

"Call-Off Order Form" means the document the Authority will send to the provider setting out the details of the Research Activity services it requires in the form set out in Annex C to this Framework Agreement (which may be updated from time to time).

"Call-Off Terms and Conditions" means the terms and conditions set out in this Framework Agreement governing the Parties' obligations in relation to Phase 1 or Phase 2.

"Competition Marking Scheme" means the assessment criteria set out in at Annex B to this Framework Agreement which will be applied for the independent assessment of Phase 1 and Phase 2 proposals.

"Contract" means the terms and conditions of supply, and specification of Technical Deliverables for supply to the Authority by the provider as defined in the Call-Off Order Form and Framework Agreement.

"Contract Amendment Notice" means the document as at Annex D containing details of the variations to the Contract.

"Contractor" means the organisation selected and contracted to provide Services to the Authority via a Call-Off Order.

"Documents" means those Technical Deliverables required in paper or digital document form.

"Framework Agreement" means the agreement for the provision of Services in relation to the EIPB SBRI Challenge together with any annexes, appendices and amendments appended to the foregoing.

"Services" and "Research Activity Services" means the product of research and development activity supplied by the Contractor as deliverables to the Authority.

"Technical Deliverables" means the Research Activity Services and, where appropriate the Documents, which the Contractor is required to provide under the Contract in accordance with the schedule of requirements and the specification as set out in the Call-Off Order.

3. ENTIRE AGREEMENT

The Contractor shall provide Services to the Authority in accordance with the Framework Agreement and any pursuant Call-Off Order which shall constitute the entire agreement between the parties for the provision of Services in respect of the matters dealt with therein.

4. PRECEDENCE

4.1 In the event of any inconsistency between the provisions of the body of this Framework Agreement, the annexes, schedules, and any referenced document the conflict shall be resolved according to the following descending order of precedence:

- a) Narrative conditions of this Framework Agreement.
- b) DEFCONs.
- c) Annex C and Annex D (the Call-Off Order and Contract Amendment Notice).
- d) The other Annexes.
- e) Any referenced document.

4.2 Either Party shall immediately notify the other Party if it becomes aware of any discrepancy, inconsistency or error in the documentation under this Framework Agreement. The Authority shall notify to the Framework Contractor the proper construction of the Framework Agreement or issue a correction to the Framework Agreement and such construction or correction (as the case may be) shall be binding on the Framework Contractor and the Authority.

5. PERFORMANCE

The Framework Contractors shall perform their obligations under this Framework Agreement at all times in accordance with the Framework Agreement and the statement of work and other performance criteria at sections 1 and 2 of the Call-Off Order issued to the Contractor by the Authority.

6. ACCEPTANCE

6.1 For the purpose of acceptance of the Technical Deliverables, the Contractor shall demonstrate to the reasonable satisfaction of the Authority's Project Manager, the achievement of each of the specified requirements at Annex C.

6.2 The procedure for the acceptance of Documents as Technical Deliverables shall be as follows:

- a) The Contractor shall provide one soft (email) copy and one hard copy of each draft Document to the Authority's Project Manager.
- b) The Authority's Project Manager will review the draft Document within 10 working days of issue and discuss any comments with the Contractor.
- c) The Contractor shall then revise the Document (to a final Document) within 10 working days of agreement of all comments and provide one soft (CD) copy and one hard copy to the Authority's Project Manager. Provided the revised Document incorporates the agreed comments, this shall constitute acceptance of the Document.
- d) Both Parties shall endeavour to ensure that the timescales above are achieved but acknowledge that unforeseen circumstances may prevent them from being achieved. If a delay does occur that cannot be contained within the programme timescales both Parties will assess the situation and agree a way forward. In the event that the Authority is unable to provide comments on documents under review within the required timescales, the Contractor will be notified and he shall not assume the Authority's acceptance of the review document unless directed to do so by the Authority's Project Manager.
- e) All review documents shall aim to have one iteration of the process described above. In the event that a second iteration is required, acceptance will only occur once all agreed Authority comments have been incorporated.

7. PRICE

The price payable for all Research Activity services performed shall be as shown in Section 3 of the Call-Off Order Form and shall be Firm (non-variable).

8. DURATION

This Framework Agreement shall continue until the third anniversary of the date of commencement unless otherwise terminated in accordance with the terms of this Framework Agreement or otherwise lawfully terminated.

9. NON-EXCLUSIVITY

The Framework Contractor acknowledges that, in entering into this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Authority for Services and that the Authority is at all times entitled to enter into other contracts and arrangements with other providers for the provision of any or all Services which are the same as or similar to the Services provided by the Framework Contractor.

10. CALL-OFF ORDER AWARD PROCEDURE

10.1 It is the parties' intention that there will be no obligation on the Authority to place a Call-Off Order with the Framework Contractor under this Framework Agreement.

10.2 If the Authority wishes to proceed with the Research Activity detailed in the Framework Contractor's proposal, the Authority may award a Call-Off Order for Phase 1 Services in accordance with the terms laid down herein following application of the Competition Marking Scheme.

10.3 No guarantee can be given that the Authority will issue Call-Off Orders for Phase 2 Services under this Framework Agreement.

10.4 Contracts for the performance of follow-on Phase 2 Services (as proposed in detail, and forming part of the Contractor's mandatory Phase 1 Technical Deliverables) may be awarded by the Authority. Following the application of the Competition Marking Scheme to proposals for Phase 2 activities and consideration of the most economically advantageous tenders, Phase 2 Services will be contracted by issue of a separate Call-Off Order.

11. PAYMENT

The following conditions apply:

11.1 A Contractor in receipt of a Call-Off Order must observe the mandatory requirement for electronic trading using the Ministry of Defence's standard Purchase to Payment (P2P) system operating under the Defence Electronic Commerce Service; this is a special condition for the performance of this Contract. Details on the P2P system can be found at www.d2btrade.com.

11.2 The Contractor is required to sign DEFFORM 30 (Electronic Transaction Agreements) and unconditionally accept DEFCON 5J (Unique Identifiers), DEFCON 129J (The Use of Electronic Business Delivery Form); and DEFCON 522J (Payment under P2P).

11.3 Payment will be made within 30 days of receipt of a valid and properly formed claim for costs by the Authority.

11.4 Except as otherwise agreed in writing by the Authority, all claims for costs and payments under this Agreement shall be in pounds sterling (GBP).

11.5 In exceptional circumstances the Authority may agree to stage payments for Services. Any stage payments agreed at Annex C shall be made when:

- a) The Contractor shall have satisfactorily completed all work in the stage for which the advance is sought and the Authority's Project Manager shall have certified completion of that stage in accordance with the agreed standard.
- b) The stages shall have been completed sequentially unless otherwise agreed between the parties.
- c) The Contractor shall have complied with all its contractual obligations that impinge on progress of work covered by the stage payment scheme including, where required under the Contract, the provision of information required by the Authority for the purposes of assessing contractual performance.
- d) The Authority shall not be obliged to make a payment to the Contractor in respect of a completed stage where:
 - i. the Authority shall have reasonable cause to believe that the Contractor will be unlikely to render complete performance of his obligations in respect of the Contract; and
 - ii. Where the Authority intends to rely on clause 11.5.d.i above as the basis for rejecting any claim for payment which the Contractor may make, the Authority shall give the Contractor reasonable notice in writing of his intention together with his reasons for rejection.

11.6 Payment shall not be construed as acceptance by the Authority of the satisfactory performance of the Contractor's obligations nor as a waiver of its rights and remedies either under the Contract or otherwise.

12. PROGRESS MEETINGS, PRESENTATIONS AND REPORTS

The requirements shall be as defined in section 2.5 of Annex C.

13. TECHNICAL DELIVERABLES

13.1 All documents and drawings in whatever medium, delivered in accordance with the Contract shall become the property of the Authority. The terms of use of those documents and drawings are set out in DEFCON 705.

13.2 The Contractor shall complete and deliver all documentation, including forms, etc., in accordance with the date specified for completion of those events. The comments of the Authority on any documentation prepared by the Contractor, or his sub-contractor(s) shall not relieve the Contractor of his responsibilities under the Contract nor shall they be interpreted as approval or acceptance of Technical Deliverables.

13.3 The Contractor shall mark all Contract deliverables in his proposal according to the scheme at Annex F. Where the Contractor and the Authority have agreed that limited rights should apply to any deliverable then both the "Full Rights" and the "Limited Rights" versions of the deliverable, as required by DEFCON 705, Clause 9 shall be specified accordingly within the Call-Off Order Form at section 1.

14. SUB-CONTRACTS

14.1 The Contractor shall not place any sub-contract or order involving the creation of Foreground Technical Information and Foreground IPR (as defined in DEFCON 705) under the Contract without the prior approval of the Authority's Commercial Officer or his authorised representative, except as provided in Clause 4 of DEFCON 705. The Contractor shall not enter into any commitment in relation to that work until the proposed sub-contractor has entered into a sub-contract agreement with the Authority as required by the provisions of Clause 4 of DEFCON 705.

14.2 Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the sub-contractor. If the Contractor is unable to comply with this condition he shall report the matter to the Authority's Commercial Officer and await further instruction before placing the sub-contract or order.

14.3 For avoidance of doubt, the agreement in 14.2 above will be required only when a sub-contractor is to retain ownership of the IP generated under the sub-contract. It will not be required where the Contractor will acquire sole ownership of the IP generated under the sub-contract. The Authority does not wish to mandate the ownership of IP between the parties to a subcontract.

15. NON TECHNICAL DELIVERABLE MARKINGS

In accordance with DEFCON 90 clause 6, the Contractor shall mark each non-technical deliverable or include in any copyright work to which this condition applies a copyright notice that acknowledges the Authority's rights.

16. ISSUED PROPERTY

16.1 The Authority will endeavour, in accordance with DEFCON 611, to provide Government Furnished Assets (GFA), which will include Government Furnished Resources (GFR), Facilities (GFF), Equipment (GFE) and Information (GFI) in accordance with the listing at section 1.1 of Annex C to the Contract.

16.2 The GFA list at section 1.1 of Annex C represents the identified GFA items as agreed between the Authority and the Contractor for the purposes of this Contract only. In the event that the Contractor wishes the Authority to provide any further GFA, he must give the Authority a minimum of twelve (12) weeks' notice which must include full details of his requirement. Wherever practicable the Authority will endeavour to meet the additional requirements, but will be under no obligation to do so. If the requirement can be satisfied from the Authority's existing resources the appropriate terms shall be negotiated (type of loan, dates, and cost). Annex D to the Contract will be amended accordingly by a formal Contract amendment to reflect the revised GFA requirements. All requirements for GFA must be directed to the Authority's Project Manager through the Authority's Commercial Officer unless advised otherwise.

16.3 The Contractor shall observe the instructions of the Authority regarding any GFA issued to him on loan for the purpose of the Contract and shall be responsible for the safe custody of the GFA whilst in his possession. The Contractor shall observe any accounting instructions issued to him by the Authority (see also Clause 12 of DEFCON 611).

16.4 The Contractor shall not modify any GFA without the prior agreement of the Authority.

16.5 Should there be a risk identified, by either the Authority or the Contractor, that delivery of GFA items may be delayed, both parties shall work together to identify alternative solutions to mitigate the impact to the programme.

16.6 The Authority reserves the right to withhold final payment against the Contract until the Contractor has satisfactorily returned all GFA issued to him.

17. QUALITY REQUIREMENTS

All deliverables under this contract are subject to the conditions set out in NATO Quality Assurance Requirements for Design, Development and Production AQAP-2110.

18. RESEARCH WORKERS

18.1 Any Call-Off Order is placed on the understanding that those key research worker(s) shown at section 2.1 of Annex C are accepted to work on this Contract.

18.2 The Authority reserves the right to veto the engagement of any proposed research worker. The decision of the Authority on the acceptance of research workers in support of the Contract shall be final.

19. DISCLOSURE OF INFORMATION

The Contractor shall treat all information relating to the Contract and the Research Activity services in accordance with DEFCON 531.

20. PUBLICITY

20.1 The Authority publicises the results of SBRI competitions and applications. This may include posting material on websites, making references to projects at events, social media activity, references in presentation material, and engagement with the media. In accepting the agreement, the Contractor agrees to the Authority's use of the public description of the project summary already provided for publicity purposes.

20.2 The Authority's Commercial Officer must be notified to seek written approval prior to any publication by the Contractor (whether in oral, written or other form) and in particular any public or press announcement of the research activities undertaken, results or data, or of matters arising from such results or data. One draft copy of the proposed material for publication shall be sent to the Authority's Commercial Officer at least 30 days before the date intended for publication in which case Authority approval will not be unreasonably withheld.

Annex A

The following DEFCONs shall apply to the Contract:

DEFCON 51 (Edn 03/15) - Unique Identifiers
DEFCON 68 (Edn 06/15) - Supply of Data for Hazardous Articles, Materials and Substances
DEFCON 76 (Edn 12/06) - Contractor's Personnel at Government Establishments
DEFCON 90 (Edn 11/06) - Copyright
DEFCON 92 (Edn 08/90) - Failure of Performance
DEFCON 127 (Edn 12/14) - Price Fixing Condition for Contracts of Lesser Value
DEFCON 129J (Edn 07/08) - The Use of the Electronic Business Delivery Form
DEFCON 501 (Edn 03/15) - Definitions and Interpretations
DEFCON 502 (Edn 06/14) - Specifications
DEFCON 503 (Edn 12/14) - Formal Amendments to Contract
DEFCON 507 (Edn 10/98) - Delivery
DEFCON 509 (Edn 09/97) - Recovery of Sums Due
DEFCON 513 (Edn 06/10) - Value Added Tax
DEFCON 515 (Edn 10/04) - Bankruptcy and Insolvency
DEFCON 516 (Edn 04/12) - Equality
DEFCON 518 (Edn 11/12) - Transfer
DEFCON 520 (Edn 08/15) - Corrupt Gifts and Payments of Commission
DEFCON 521 (Edn 04/12) - Subcontracting to Supported Businesses
DEFCON 522J (Edn 05/03) - Payment under P2P
DEFCON 523 (Edn 03/99) - Payment of Bills Using the Bankers Automated Clearing Services (BACS) System
DEFCON 524 (Edn 10/98) - Rejection
DEFCON 525 (Edn 10/98) - Acceptance
DEFCON 526 (Edn 08/02) - Notices
DEFCON 527 (Edn 09/97) - Waiver
DEFCON 529 (Edn 09/97) - Law (English)
DEFCON 530 (Edn 12/14) - Dispute Resolution (English Law)
DEFCON 531 (Edn 11/14) - Disclosure of Information
DEFCON 532A (Edn 06/10) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
DEFCON 534 (Edn 06/97) - Prompt Payment (Sub-Contracts)
DEFCON 537 (Edn 06/02) - Rights of Third Parties
DEFCON 538 (Edn 06/02) - Severability
DEFCON 539 (Edn 08/13) - Transparency
DEFCON 550 (Edn 02/14) - Child Labour and Employment Law
DEFCON 566 (Edn 04/15) - Change of Control of Contractor
DEFCON 602B (Edn 12/06) - Quality Assurance (without Quality Plan)
DEFCON 604 (Edn 06/14) - Progress Reports
DEFCON 607 (Edn 05/08) - Radio Transmissions
DEFCON 608 (Edn 10/14) - Access and Facilities to Be Provided By the Contractor
DEFCON 609 (Edn 06/14) - Contractor's Records
DEFCON 611 (Edn 07/10) - Issued Property
DEFCON 619A (Edn 09/97) - Customs Duty Drawback
DEFCON 620 (Edn 06/14) - Contract Change Control Procedure
DEFCON 621B (Edn 10/04) - Transport (if the Contractor is responsible for transport)
DEFCON 630 (Edn 03/15) - Framework Agreements
DEFCON 632 (Edn 08/12) - Third Party Intellectual Property Rights and Restrictions

DEFCON 642 (Edn 06/14) - Progress Meetings
DEFCON 649 (Edn 07/99) - Vesting
DEFCON 659A (Edn 11/14) - Security Measures (to be applied where appropriate)
DEFCON 660 (Edn 11/14) - Reportable Official and Official-Sensitive Security Requirements
DEFCON 681 (Edn 06/02) – Decoupling Clause – Subcontracting with the Crown
DEFCON 694 (Edn 02/12) - Accounting For Property of the Authority
DEFCON 705 (Edn 11/02) - Intellectual Property Rights – Research and Technology

Note: For the purposes of DEFCONs 76, 530, 531, 607, 621B, 632 and 705, Clause 7 of DEFCON 501 (Edn 03/15) shall not apply. The processes described and documents required by these conditions are to be conducted or transmitted manually (i.e. not electronically) or as otherwise detailed in the Contract.

Annex B**Competition Marking Scheme****Phase 1 Proposal Marking**

Submissions will be assessed according to the following. Guidance relating to the detail of each section can be found in the document 'Competition Guidance Notes for Applicants'.

Application Sections	Weighting
1,2,3. Application Details	Not Scored
4. Title & Abstract for Publication	Not Scored
5. Description of Proposed Idea/Technology	15%
6. Scientific/Technical Project Summary	25%
7. Technical Background, Current State of the Art and Intellectual Property (IP)	15%
8. Project Plan and Methodology	15%
9. Technical Team and Expertise	15%
10. Application Finances	15%

A minimum of three Assessors will review each proposal submitted and score according to the following:

Does the Proposal meet the scope as detailed in the brief?**Scoring Guide**

Yes	You feel that the proposal sufficiently meets the scope of the competition.
No	You feel that the proposal does NOT sufficiently meet the scope.

If Yes, Assessors will proceed to the scoring criteria set out below. Scoring between 1 and 10 with the % weighting applied automatically by the system. If No, submissions will be automatically scored with the minimum score in each section.

5. Description of the Proposed Idea/Technology

Described in the ITT as "How well does the proposal address the challenge" and "To what extent does the proposed project have commercial potential to lead to a marketable product, process or service?"

Scoring Guide

1	There is no evidence that the proposal will meet the technical specifications
2	There is very little evidence that the proposal is likely to meet the technical specifications
4	There is little evidence that the proposal is likely to meet the technical specification
6	There is some evidence that the proposal is likely to meet the technical specifications
8	There is substantial evidence that the proposal is likely to meet the technical specifications
10	There is strong and very clear evidence that the proposal is likely to meet the technical specifications in the brief

6. Technical Project Summary

Described in the ITT as "How appropriate is the technical approach that will be adopted?" and "How sound is the approach of the proposed plan for establishing technical and commercial feasibility?"

Scoring Guide

1	There is no information given on the technical approach
2	The technical approach is poorly described
4	The technical approach described is unlikely to be valid for this technical challenge
6	The technical approach is valid but may not be sufficient to meet the technical challenge
8	The technical approach described is valid and is likely to meet the technical challenge
10	The technical approach described is highly valid and shows a strong likelihood to meet the challenge

7. Current State of the Art and Intellectual Property (IP)

Described in the ITT as "What is innovative about this project? To what extent does the project develop or employ novel concepts, approaches, methodologies, tools, or technologies for this area?" and "How Significant is the competitive advantage which this technology affords over existing/alternate technologies that can meet the market needs"

Scoring Guide

1	The project shows no innovation
2	The proposal shows little innovation
4	The proposal shows limited innovation
6	The proposal shows some use of novel, innovative approaches
8	The proposal shows some promising new concepts, approaches, methodologies, tools or technologies
10	The proposed project is highly innovative, showing use of novel concepts, approaches, methodologies, tools or technologies

8. Project Plan and Methodology, incl. Project Management

Described in the ITT as "How effectively will the project be managed? The proposal should demonstrate that there is a clear management plan which will enable the resources, including manpower to be used to maximise high quality research outputs" and "How appropriate are the milestones and evaluation procedures?" and "What are the risks (technical, commercial and environmental) to project success? How effectively will these be managed?"

Scoring Guide

1	The proposal does not contain a plan or milestones for the development of a working prototype
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2	The proposal goes some way to describe a plan for the development of a working prototype
4	The proposal contains a brief plan for the development of a working prototype
6	The proposal contains a relatively clear plan for the development of a working prototype
8	The proposal contains a clear plan for the development of a working prototype
10	The proposal contains a very clear plan for the development of a working prototype

9. Technical Team and Expertise

Described in the ITT as "To what extent does the company appear to have the right skills and experience to deliver the intended benefits?"

Scoring Guide

1	There is no information that describes the skills, capabilities and experience of the applicant or any sub-contractor(s)
2	There is minimal information concerning the skills, capabilities and experience of the applicant or any sub-contractor(s), therefore it is very difficult to make an assessment
4	There is information regarding the skills etc. of the applicant or any sub-contractor(s), but they are unlikely to be suitable for this project without the addition of others
6	There is sufficient information regarding the skills etc. of the applicant or any sub-contractor(s) which indicates that they are likely to be able to deliver the project
8	There is very good information given on the applicant or any sub-contractor(s) to confirm that they are experienced and capable
10	There is full information provided that confirms the applicant or any sub-contractor(s) has suitable skills, capabilities and experience to deliver the project

10. Application Finances

Does the proposal represent 'fair market value'?

Scoring Guide

1	No useful cost information is provided
2	Very little useful cost information is provided
4	The costs are somewhat justified but there is very limited detail in the explanation of breakdown
6	The costs are justified up to a point but lack some detail in the explanation of breakdown
8	The costs are justified and appropriate (reflecting fair market value), but there is not quite enough detail in the explanation of breakdown
10	The costs are fully justified and appropriate (reflecting fair market value), there is sufficient detail in the explanation of their breakdown

Phase 2 Proposal Marking

Proposals for Phase 2 will consist of the Framework Contractor's end-of-Phase 1 report and the SBRI application form for Phase 2 activities.

A minimum of three Assessors will review each proposal and score according to the following:

End of Phase 1 Report: Scoring and Weighting		
	Max Score	Weighting
1. Company Details	Not Scored	Not Scored
2. At the outset of this piece of work what were your aims and objectives?	10	3%
3. Please provide a summary of the outputs of this piece of work and relate these to the original objectives. How do the outputs address the requirements of this competition?	10	7%
4. Describe any changes to the original application. What was the reason for these changes? Please include any circumstances that aided or impeded the progress of the project and the actions taken to overcome them.	10	7%
5. Please provide a short factual summary of the most significant outcomes of your work.	10	25%
6. Describe the innovative aspects of the work including any new findings or techniques.	10	25%
7. Please give a description of how funds were spent with reference to the original budget and explain any significant variations.	10	7%
8. Describe any potential long-term collaborations/partnerships entered into. Please list the company and the role they played in the project.	10	3%
9. Please describe how your company has gained from this project. What new business opportunities have been created? Do you expect your company to grow as a result of this project?	10	10%
10. Describe the potential for exploiting the work. Please identify any new IP which has been filed or for which filing is anticipated	10	10%
11. Please insert additional information that may be pertinent. This may be in the form of text, pictures, diagrams, data, graphs that support the work.	10	3%

Assessors will review Phase 2 proposals according to the following criteria and the relevant weightings will be applied to produce an overall Phase 2 proposal score.

Phase 2 Proposals – Proposal Marking Scheme

Phase 2 Proposals - Criteria	Weighting
End of Phase 1 Report	30%
Application Details	Not Scored
Title & Abstract for Publication	Not Scored
1) Description of Proposed Idea/Technology	5%
2) Scientific/Technical Project Summary	20%
3) Technical Background, Current State of the Art and Intellectual Property (IP)	5%
4) Project Plan and Methodology	15%
5) Technical Team and Expertise	10%
6) Application Finances	15%

1. Description of the Proposed Idea/Technology

Described in the ITT as "How well does the proposal address the challenge" and "To what extent does the proposed project have commercial potential to lead to a marketable product, process or service?"

Scoring Guide

1	There is no evidence that the proposal will meet the technical specifications
2	There is very little evidence that the proposal is likely to meet the technical specifications
4	There is little evidence that the proposal is likely to meet the technical specification
6	There is some evidence that the proposal is likely to meet the technical specifications
8	There is substantial evidence that the proposal is likely to meet the technical specifications
10	There is strong and very clear evidence that the proposal is likely to meet the technical specifications in the brief

2. Technical Project Summary

Described in the ITT as "How appropriate is the technical approach that will be adopted?" and "How sound is the approach of the proposed plan for establishing technical and commercial feasibility?"

Scoring Guide

1	There is no information given on the technical approach
2	The technical approach is poorly described
4	The technical approach described is unlikely to be valid for this technical challenge
6	The technical approach is valid but may not be sufficient to meet the technical challenge
8	The technical approach described is valid and is likely to meet the technical challenge
10	The technical approach described is highly valid and shows a strong likelihood to meet the challenge

3. Current State of the Art and Intellectual Property (IP)

Described in the ITT as "What is innovative about this project? To what extent does the project develop or employ novel concepts, approaches, methodologies, tools, or technologies for this area?" and "How Significant is the competitive advantage which this technology affords over existing/alternate technologies that can meet the market needs"

Scoring Guide

1	The project shows no innovation
2	The proposal shows little innovation
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6	The proposal shows some use of novel, innovative approaches
8	The proposal shows some promising new concepts, approaches, methodologies, tools or technologies
10	The proposed project is highly innovative, showing use of novel concepts, approaches, methodologies, tools or technologies

4. Project Plan and Methodology, incl. Project Management

Described in the ITT as "How effectively will the project be managed? The proposal should demonstrate that there is a clear management plan which will enable the resources, including manpower to be used to maximise high quality research outputs" and "How appropriate are the milestones and evaluation procedures?" and "What are the risks (technical, commercial and environmental) to project success? How effectively will these be managed?"

Scoring Guide

1	The proposal does not contain a plan or milestones for the development of a working prototype
2	The proposal goes some way to describe a plan for the development of a working prototype
4	The proposal contains a brief plan for the development of a working prototype
6	The proposal contains a relatively clear plan for the development of a working prototype
8	The proposal contains a clear plan for the development of a working prototype
10	The proposal contains a very clear plan for the development of a working prototype

5. Technical Team and Expertise

Described in the ITT as "To what extent does the company appear to have the right skills and experience to deliver the intended benefits?"

Scoring Guide

1	There is no information that describes the skills, capabilities and experience of the applicant or any sub-contractor(s)
2	There is minimal information concerning the skills, capabilities and experience of the applicant or any sub-contractor(s), therefore it is very difficult to make an

assessment	
4	There is information regarding the skills etc. of the applicant or any sub-contractor(s), but they are unlikely to be suitable for this project without the addition of others
6	There is sufficient information regarding the skills etc. of the applicant or any sub-contractor(s) which indicates that they are likely to be able to deliver the project
8	There is very good information given on the applicant or any sub-contractor(s) to confirm that they are experienced and capable
10	There is full information provided that confirms the applicant or any sub-contractor(s) has suitable skills, capabilities and experience to deliver the project

6. Application Finances

Does the proposal represent 'fair market value'?

Scoring Guide

1	No useful cost information is provided
2	Very little useful cost information is provided
4	The costs are somewhat justified but there is very limited detail in the explanation of breakdown
6	The costs are justified up to a point but lack some detail in the explanation of breakdown
8	The costs are justified and appropriate (reflecting fair market value), but there is not quite enough detail in the explanation of breakdown
10	The costs are fully justified and appropriate (reflecting fair market value), there is sufficient detail in the explanation of their breakdown

ANNEX D



Contract Amendment Notice

Contract Amendment number:

Contract title and Proposal Reference:

Call-Off Order Number:

Variation title:

Number of pages attached:

WHEREAS the [Provider/Contractor] and the [Authority] entered into a [Framework Agreement/Call-Off Contract] for the supply of [project name] dated [DD/MM/YYYY] and now wish to amend the [Framework Agreement/Call-off Contract].

IT IS AGREED as follows:

1. With effect from [date] the [Framework Agreement/Call-Off Contract] shall be amended as set out in this Change Control Note:

Change requestor/originator:	
Summary of change:	
Reason for change:	
Revised Contract Price:	
Revised payment schedule:	
Revised specification:	
Revised Contract period:	
Revised programme of work:	
Change in Project/Commercial contact(s):	
Other change:	

2. Save as herein amended all other terms and Conditions of the [Framework Agreement/Call-Off Contract] shall remain in full force and effect.

Signed for and on behalf of the [Contractor]:

By:

Name:

Title:

Date:

Signed for and on behalf of the [Authority]:

By:

Name:

Title:

(Authorised Authority Representative):

Date:

Annex E

Participating Framework Contractors

Advanced Expert Systems Ltd
Advanced Innovative Engineering (UK) Limited
AntiBac Coating Ltd
Cardiff University
Cranfield University
Efficiency Technologies Limited
Enocell Ltd.
FairDiesel Limited
Frazer-Nash Consultancy
Gasfill Limited
Greengineering Limited
H2DEEP LTD
Heptron Manufacturing UK Limited
Highland Biosciences Ltd.
Imperial College London
Innospec Limited
Intercede Ventures Limited
IPU Group
i-SOLV
Jorin Limited
Kingspan Sensor
Lutra Associates
Master Filter Ltd
Nanopolymers Ltd
nCATS, University of Southampton
Parker Hannifin
Perkins Engines Co Ltd
Poseidon Systems Ltd
Romax Technology Ltd
Rotovane Ltd
Safeguard Nautica Ltd
The Technology Partnership PLC
The University of Leeds
The University of Sheffield
Tribosonics Ltd.
Tribune Group Limited
ULEMCo Ltd
University of Chester
University of Newcastle Upon Tyne
University of Oxford
Vortex Exhaust Technology Ltd
WP Group

Annex F**DOCUMENT MARKING OF TECHNICAL DELIVERABLES**

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Protective Marking
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Note: If subcontractor information is included in reports subject to DEFCON 705 then, unless the IPR in that information is owned by the prime contractor, the text in brackets should be amended, in the first case, to refer to the subcontractor(s) by name in addition to the prime contractor and, in the second case, by referring to the companies concerned.

7. PRICE

The price payable for all Research Activity services performed shall be as shown in Section 3 of the Call-Off Order Form and shall be Firm (non-variable).

8. DURATION

This Framework Agreement shall continue until the third anniversary of the date of commencement unless otherwise terminated in accordance with the terms of this Framework Agreement or otherwise lawfully terminated.

9. NON-EXCLUSIVITY

The Framework Contractor acknowledges that, in entering into this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Authority for Services and that the Authority is at all times entitled to enter into other contracts and arrangements with other providers for the provision of any or all Services which are the same as or similar to the Services provided by the Framework Contractor.

10. CALL-OFF ORDER AWARD PROCEDURE

10.1 It is the parties' intention that there will be no obligation on the Authority to place a Call-Off Order with the Framework Contractor under this Framework Agreement.

10.2 If the Authority wishes to proceed with the Research Activity detailed in the Framework Contractor's proposal, the Authority may award a Call-Off Order for Phase 1 Services in accordance with the terms laid down herein following application of the Competition Marking Scheme.

10.3 No guarantee can be given that the Authority will issue Call-Off Orders for Phase 2 Services under this Framework Agreement.

10.4 Contracts for the performance of follow-on Phase 2 Services (as proposed in detail, and forming part of the Contractor's mandatory Phase 1 Technical Deliverables) may be awarded by the Authority. Following the application of the Competition Marking Scheme to proposals for Phase 2 activities and consideration of the most economically advantageous tenders, Phase 2 Services will be contracted by issue of a separate Call-Off Order.

11. PAYMENT

The following conditions apply:

11.1 A Contractor in receipt of a Call-Off Order must observe the mandatory requirement for electronic trading using the Ministry of Defence's standard Purchase to Payment (P2P) system operating under the Defence Electronic Commerce Service; this is a special condition for the performance of this Contract. Details on the P2P system can be found at www.d2btrade.com.

11.2 The Contractor is required to sign DEFFORM 30 (Electronic Transaction Agreements) and unconditionally accept DEFCON 5J (Unique Identifiers), DEFCON 129J (The Use of Electronic Business Delivery Form); and DEFCON 522J (Payment under P2P).

11.3 Payment will be made within 30 days of receipt of a valid and properly formed claim for costs by the Authority.

11.4 Except as otherwise agreed in writing by the Authority, all claims for costs and payments under this Agreement shall be in pounds sterling (GBP).

11.5 In exceptional circumstances the Authority may agree to stage payments for Services. Any stage payments agreed at Annex C shall be made when:

7. PRICE

The price payable for all Research Activity services performed shall be as shown in Section 3 of the Call-Off Order Form and shall be Firm (non-variable).

8. DURATION

This Framework Agreement shall continue until the third anniversary of the date of commencement unless otherwise terminated in accordance with the terms of this Framework Agreement or otherwise lawfully terminated.

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