

[REDACTED]

Call-Off Tasking Form Part A to [REDACTED]

CALL-OFF TASKING FORM – [REDACTED]

DRAFT

|  |  |
|--|--|
| <b>To:</b> [REDACTED]  | <b>From:</b> Dstl<br>[REDACTED]<br>[REDACTED]  |
| <b>Issue No:</b> 01  |  |
| <b>Issue Date:</b> [REDACTED]  |  |
| <b>REQUIREMENT</b>   |  |
| <b>Date Quotation Required:</b> <i>Self-delivered:</i> [REDACTED]<br><i>Competed:</i> [REDACTED] |  |
| <b>Project Manager:</b> [REDACTED]   | <b>Technical Lead</b> [REDACTED]   |
| <b>Call-Off Task Title:</b><br>Automated Ingest and<br>Processing of Cyber Data                  | <b>Call-Off</b> <b>Task</b> <input checked="" type="checkbox"/> / <b>Change</b> <input type="checkbox"/>   |
| <b>Required Start Date:</b><br>[REDACTED]  | <b>Required End</b> [REDACTED]<br><b>Date:</b>   |
| <b>Requisition No:</b>   | [REDACTED]   |
| <b>Description:</b>  | <i>Please see attached Dstl Extra Mural Research (EMR) Statement of Requirement (SoR) reference:<br/>[REDACTED]CDF_Ph3_Automated_Ingest_Processing_Cyber_Data_SOR-[REDACTED]</i>   |
| <b>Primary Core Capability Lot:</b>  | <b>Engineering design, manufacture &amp; assessment</b> <input type="checkbox"/><br><b>Cyber, software &amp; modelling</b> <input checked="" type="checkbox"/><br><b>Sensor, sensor system and signature measurement</b> <input type="checkbox"/><br><b>Trials and capability operation</b> <input type="checkbox"/>   |
| <b>If the requirement falls within any other Lot please detail:</b>                              | <hr/>  |
| <b>Taxonomy sub-lot:</b>   | 1.01    Engineering design, manufacture & integration <input type="checkbox"/><br>1.02    Technology development <input type="checkbox"/><br>1.03    Systems engineering & integration <input type="checkbox"/><br>1.04    Characterisation, fault finding and repair of systems <input type="checkbox"/><br>2.01    Modelling (including real time models) <input type="checkbox"/> |

[REDACTED]

- 2.02 Software ☐
- 2.03 Cyber Environment and EW Scene Representation ☐
- 2.04 Algorithm Development and Digital Signal Processing (DSP) ☐
- 2.05 Cyber System security ☒
- 3.01 Sensor and sensor array performance characterisation including associated mechanical and electrical systems. ☐
- 3.02 Signature measurements of equipment including but not limited to the following types of signature: Radio Frequency, Electro Optic, Underwater ☐
- 4.01 Conduct of laboratory and associated equipment capability operation and maintenance tasks for EW&C facilities/laboratories/equipment. Including facilities on 3rd party sites ☐
- 4.02 Conduct EW&C trials and trials related sub tasks & analysis and reporting of trial results ☐
- 4.03 Operation of complex electro mechanical systems in a laboratory test environment ☐

#### CALL-OFF TASK DESCRIPTION AND SPECIFICATION

**Call-Off Task to be completed under Pricing which is at the Authority's discretion:**

Firm Price ☒ Ascertained Cost ☐

Target Cost Incentivised Fee ☐ Other ☐ please specify

**Firm Pricing shall be in accordance with:** DEFCON 127 ☐ DEFCON 643 ☐ DEFCON 649 ☐

Ascertained Costs DEFCON 653 ☐

**Call-Off Task to be completed under** DEFCON 703 ☒ or DEFCON 705 ☐

DEFCON 14 ☐ DEFCON 15 ☐ DEFCON 16 ☐ DEFCON 90 ☐ DEFCON 91 ☐

DEFCON 126 ☐

DEFCON 315 ☐ (To be used in conjunction with DEFCON 15 & 16)

DEFCON 602A (Deliverable Quality Plan) ☐ or DEFCON 602B (Quality Assurance) ☐

DEFCON 658 ☐ Cyber Risk Level – [REDACTED] Cyber Risk Assessment ref:-[REDACTED]

Call-Off Task Directed ☐ Non-Directed ☐

If Directed specify Supplier name: N/A

**DELIVERABLES** – Are detailed within Dstl's SOR section 1.6

**Deliverable: Acceptance / Rejection Criteria**

[REDACTED]

|   |  |
|---|--|
| DEFCON 524 Rejection <input checked="" type="checkbox"/> period (30 days)   | DEFCON 525 Acceptance <input checked="" type="checkbox"/> period (30 days) |
| <b>ISSUE OF EQUIPMENT/MATERIAL/INFORMATION</b> – As detailed within Dstl's SOR section  |  |
| <b>QUALITY STANDARDS</b> – As detailed with Dstl's SOR section 1.7, 1.8 and 2   |  |
| <b>SECURITY CLASSIFICATION OF THE WORK</b><br><br>UK OFFICIAL <input type="checkbox"/> [REDACTED]      UK OFFICIAL SENSITIVE <input type="checkbox"/> SECRET <input type="checkbox"/> TOP-SECRET <input type="checkbox"/>   |  |
| <b>LIQUIDATED DAMAGES</b> <i>(Define a genuine pre-estimate of the Authority's loss, as a result of late delivery of the Articles by the date(s) specified in the delivery schedule at Part B and C below).</i><br><br>Not Applicable   |  |
| <b>'STEP IN' RIGHTS</b> <i>(Define the applicable triggers to seek alternative sourcing arrangements, if the impact of delivering Contractor Deliverables to the specified time, quality and cost has a significant impact on the delivery of the overall programme).</i><br><br>Not Applicable |  |
| <b>Commercial Contact:</b> [REDACTED]<br><br><b>Contact:</b> [REDACTED]   |  |

**Any Call-Off Task placed as a result of your quotation will be subject to the Terms and Conditions of Contract Number DSTL/EWC/CSM/01**

[REDACTED]

[REDACTED]

**Call-Off Tasking Form Part B to [REDACTED]**

**CALL-OFF TASKING FORM [Return from Contractor]**

|   |                         |
|---|-------------------------|
| <b>To:</b> Dstl<br>[REDACTED]<br>[REDACTED] | <b>From:</b> [REDACTED] |
|---|-------------------------|

**1. Proposal Reference [REDACTED]\_[REDACTED]\_2.05.67 (attached)**

**Delivery of the requirement:**

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

| Supplier   | Proposal Reference | Version | Date       |
|------------|--------------------|---------|------------|
| [REDACTED] | [REDACTED]_2.05.67 | 1.0     | [REDACTED] |

**1. Background**

This Proposal is submitted in response to the Statement of Requirements (the “SOR”) and the individual activities stated within the Call-Off Tasking Form Part A (reference [REDACTED]).

This task is being supply-chain delivered by [REDACTED]

**2. Deliverables**

The Contractor shall deliver the deliverables as set out in Section 6 of the Technical Proposal.

**3. Resources**

In accordance with the Technical Proposal, we acknowledge this work to be classed as up to SECRET and all staff will have the required security clearances, that is, they will be cleared to SC for SECRET work. In addition the facilities where work shall be conducted are list X.

**4. Implementation Plan**

REQ [REDACTED] will start on (T0) and complete on [REDACTED]

**5. Dependencies**

Dependencies are listed out in Section 8 of the Technical Proposal.

**6. Acceptance**

The process and criteria for Acceptance for each deliverable is as detailed in Section 6 under the specific Deliverables in the Technical Proposal.

All reports submitted shall be in accordance with ATHENA guidelines, in accordance with the Technical Proposal.

**7. Risks**

[REDACTED]

The risks are detailed in Section 11 of the Technical Proposal.

## **8. Special Terms**

This Call-Off Tasking Form Part B (the "Proposal") is submitted under the terms of the Framework Agreement for Electronic Warfare & Cyber referenced DSTL/EWC/CSM/01 dated 26<sup>th</sup> November 2015 (the "Contract"). It is based on the special terms set out in this Proposal, which, notwithstanding clause 3.1 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 calendar 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 days to remedy a breach (if such a breach is remediable) prior to the Authority terminating the Call-Off Task.

### *Intellectual Property*

Any background intellectual property used as part of this Call-Off Task shall be identified in a separate document and shall be subject to clause 5 of DEFCON703 and shall remain vested in the Contractor or its Sub-Contractors or other suppliers (as appropriate).

### *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.

### *Risk*

The Parties recognise that Aleph Insights Limited and Dstl have been jointly developing the proposal with no involvement of the Contractor and that therefore no assurance activities have been or will be undertaken by the Contractor as part of this proposal. In placing an order against this proposal Dstl shall have been deemed to have confirmed that it has fully satisfied itself as to the content of the proposal and its risks, assumptions, exclusions and dependencies. As such, the Contractor holds no Design Responsibility and accepts no liability in relation to any matters arising including but not limited to risks associated with performance, delivery and quality.

### *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 £50 million per event; 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.

*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.

**TOP LEVEL BREAKDOWN OF PROPOSAL PRICES** *(to be completed by the Contractor)*

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 Total Price is inclusive of expenses, materials, 5% discount and the Self-Delivery Management Charge where applicable. The price is broken down as per the attached spreadsheets.

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 until [REDACTED].

**Deliverables**

| Deliverables | ID | Del. Date<br>T0 + x days | Associated<br>Milestone |
|--------------|----|--------------------------|-------------------------|
|--------------|----|--------------------------|-------------------------|

[REDACTED]

|   |           |            |   |
|---|-----------|------------|---|
| CDF Ingestion Pipelines & Documentation;<br>CDF Ingestion Pipeline Report | D1 and D2 | [REDACTED] | 1 |
| Automated Cyber Data Processing Report                                    | D3        | [REDACTED] | 2 |
| CDF Automated Ingest Pipelines &<br>Documentation                         | D4        | [REDACTED] | 3 |

**Price Breakdown**

|                    |  |                   |
|--------------------|--|-------------------|
| <b>TOTAL PRICE</b> |  | <b>[REDACTED]</b> |
|                    | Including Supply Chain Management Charge | <b>141,715.85</b> |

| Price Breakdown  |                   |            |
|--|-------------------|------------|
| Description  | Value             | Due Date   |
| CDF Ingestion Pipelines & Documentation; CDF Ingestion Pipeline Report | [REDACTED]        | [REDACTED] |
| Automated Cyber Data Processing Report                                 | [REDACTED]        | [REDACTED] |
| CDF Automated Ingest Pipelines & Documentation                         | [REDACTED]        | [REDACTED] |
| KPI 4 M1 Q4 2021   | [REDACTED]        | [REDACTED] |
| KPI 5 M1 Q4 2021   | [REDACTED]        | [REDACTED] |
| KPI 4 M1 Q1 2021   | [REDACTED]        | [REDACTED] |
| KPI 5 M1 Q1 2021   | [REDACTED]        | [REDACTED] |
| KPI 4 M1 Q1 2021   | [REDACTED]        | [REDACTED] |
| KPI 5 M1 Q1 2021   | [REDACTED]        | [REDACTED] |
| KPI 3  | [REDACTED]        | [REDACTED] |
| <b>Total</b>   | <b>141,715.85</b> |            |

***Total Proposal Price £141,715.85 (ex VAT)***

|   |   |
|---|---|
| <b>Start Date:</b> <b>T0</b><br>_____               | <b>End Date:</b> <b>[REDACTED]</b><br>_____ |
| <b>Signed on behalf of the Contractor:</b><br>_____ |   |
| <b>Name:</b> <b>[REDACTED]</b>                      | <b>Date:</b> <b>[REDACTED]</b>              |

[REDACTED]

[REDACTED]

|   |                               |
|---|-------------------------------|
| <b>GENERATED IP</b><br><br>Provide details of IP generated by Sub-Contractors and ensure that a DEFFORM 177 has been completed and returned to the Authority. |                               |
| <b>SUB-CONTRACTOR</b>   | <b>DETAIL OF IP GENERATED</b> |
| <i>See Proposal</i>   | <i>See Proposal</i>           |

[REDACTED]



[REDACTED]

**Call-Off Tasking Form Part C to [REDACTED]**

**1. Offer of Contract:** *(to be completed by Dstl Call-Off Task owner and forward to Dstl Commercial Services for approval)*

**Dstl Commercial Officer:**

[REDACTED]

**Tel:**

[REDACTED]

**Requisition Number:**

[REDACTED]

**Contractor's Proposal**

**Reference, Issue No. and Date:**

[REDACTED] Ref': [REDACTED]

– 2.05.67 Version 1.0 dated

[REDACTED]

**Commercial Approval:**

[REDACTED]

**Purchase Order Number:** [REDACTED]

**Please Note:** Call-Off Task Authorisation to be issued by Dstl Commercial Services Department once the Purchase Order has been inserted. Any work carried out prior to issue is at the Contractor's own risk

**2. Unqualified Acceptance of Offer:** *(to be completed by the Contractor and return to Dstl Commercial Services)*

**Contractor's Name:**

**Tel:**

**Position in Company:**

**Signature:**

**Date:**

**Please Note:** Call-Off Task Authorisation to be issued by Dstl Commercial Services Department once the Purchase Order has been inserted and confirmation to proceed has been sent to the Contractor. Any work carried out prior to issue is at the Contractor's own risk

[REDACTED]

[REDACTED]

|  |                      |                          |
|--|----------------------|--------------------------|
| <b>3. Record of Authorised changes</b> |                      |                          |
| <b>Change Issue Number</b>             | <b>Date of Issue</b> | <b>Reason for change</b> |
|  |                      |                          |
|  |                      |                          |

**Call-Off Tasking Form Part D to [REDACTED]**

|   |   |
|---|---|
| <b>2. COMPLETION OF CALL-OFF TASK</b> <i>(to be completed by Contractor and returned to the nominated Dstl Call-Off Task owner as detailed in Section 1- <b>failure to return completed Part D could result in the final payment being delayed</b>)</i> |   |
| <b>Confirmation Deliverables have been delivered in accordance with Part A and Part B:</b>  | <b>Y</b> <input type="checkbox"/> <b>N</b> <input type="checkbox"/> Contractors comments: |
| <b>Call-Off Task Start Date:</b>  | <b>Call-Off Task Completion Date:</b>   |
| <b>Final Invoice Submitted on:</b>  | <b>Final Invoice Value</b>  |
| Supporting Contractor<br>Comments regarding<br>the Call-Off Task<br>delivery:   |   |
| <b>Call-Off Task completed to Dstl's satisfaction</b> <i>(to be completed by Dstl Call-Off Task owner)</i>  |   |
| <b>Signed:</b>  | <b>Date:</b>  |
| Supporting Dstl<br>Comments regarding<br>the Call-Off Task<br>delivery:   |   |

[REDACTED]

[REDACTED]

**The Dstl nominated Call-Off Task owner shall forward a copy of each COMPLETED Call-Off Tasking form to: Dstl Commercial Services**

[REDACTED]