

FAO – Delegated Contract Staff  
MZA Associates Corporation  
1360 Technology Court, Suite 200  
Dayton  
Ohio  
45430  
United States of America  
Our Ref: RQ0000014665

Your Ref: [REDACTED FOI EXEMPT]  
Date: 15th Dec. 2022

Dear Sirs,

**Contract DSTL0000010894 – DSTL TURBULENCE PROFILER PROCUREMENT**

Reference:

- A. MZA Associates Corporation revalidated Quotation # [REDACTED FOI EXEMPT] for Dstl requested procurement
- B. E-Mail [REDACTED FOI EXEMPT] and [REDACTED FOI EXEMPT] regarding agreement of terms of purchase
- C. E-Mail between [REDACTED FOI EXEMPT] and [REDACTED FOI EXEMPT] clarifying non-applicable terms as silent (unaddressed) in final contract arrangement.

1. This offer of contract follows the ongoing e-mail correspondence between the UK Defence Science and Technology Laboratory (Dstl - a part of the UK Ministry of Defence (MoD) – hereafter known by 'the Authority') and MZA Associates Corporation USA, and subsequent to the receipt of revalidated Quotation of requested articles ([REDACTED FOI EXEMPT]).
2. Terms and Conditions of the Contract which will result from MZA's acceptance are those agreed under the negotiated Contract Terms by which this purchase is governed, attached with this offer of contract. The Purchase Order (PO) number relating to works under the Contract is **DSTL0000010894** – please reference this in task related correspondence.
3. Payment will be made following the Authority's acceptance of physical articles as described in your aforementioned Quotation ([REDACTED FOI EXEMPT]) and outlined in this document and Purchase Order provided. Payment for training and travel associated with said articles shall be made alongside this (in advance of their separate delivery). Reasonable efforts shall be made by MZA to provide training to the Authority at an agreed upon time. For the removal of doubt, the value of this transaction totals **\$250,100.00 U.S. Dollars**, with delivery of physical articles to Dstl's premises due before 31<sup>st</sup> March 2023.
4. As agreed by both parties, the Authority shall be responsible for payment of import duty associated with carriage of these articles into the United Kingdom. For the purpose of reverse charge by the courier, [REDACTED FOI EXEMPT].
5. The Authority proposes to enter into the above exceptionally by an exchange of digital signatures and authorised e-mail confirmation, rather than the signing of hard copies. Please arrange for a person the Supplier authorises to provide formal acceptance of this offer by completing section B in the table overleaf and returning by e-mail to the address above. No Contract will come into existence until you have accepted the Authority's Offer in accordance with the above.

Yours sincerely,

[REDACTED FOI EXEMPT] [Dstl Commercial Officer]

Ministry of Defence  
**Offer and Acceptance of Contract**

To: **[REDACTED FOI EXEMPT]**, Dstl Commercial Officer

MZA Associates Corporation acknowledges receipt of Dstl's Letter of Contract, dated 15th December 2022, to invoke the supplier's submitted quotation for the provision of described articles under the contract. We confirm that by accepting the Authority's offer, both parties shall be bound by the additional rights and obligations described therein.

|   |  |
|---|--|
| <b>Section A) Contract Offer</b><br><br>Invoking the contract 'Dstl Turbulence Profiler Procurement' (ref. DSTL0000010894) is formed by Dstl's offer of contract, as described above, under the Terms and Conditions attached with this offer.<br><br><br><br><br>Signed by -<br><br>Name (Block Capitals): <b>[REDACTED FOI EXEMPT]</b><br><br><br><br>Position: Dstl Commercial Officer<br><br><br><br>For and on behalf of The Authority (The UK Defence Science and Technology Laboratory (Dstl), part of the UK Ministry of Defence (MoD))<br><br><br>Authorised Signatory: <b>[REDACTED FOI EXEMPT]</b><br><br><br>Date <sup>1</sup> : 15th Dec. 2022 | <b>Section B) Contract Acceptance</b><br><br>We accept to undertake the contract 'Dstl Turbulence Profiler Procurement' (DSTL0000010894) for the provision of articles described in quotation # <b>[REDACTED FOI EXEMPT]</b> , under the Terms and Conditions attached with this offer.<br><br><br><br><br>Signed by -<br><br>Name (Block Capitals): <b>[REDACTED FOI EXEMPT]</b><br><br><br><br>Position: <b>[REDACTED FOI EXEMPT]</b><br><br><br><br>For and on behalf of MZA Associates Corporation<br><br><br>Authorised Signatory: <b>[REDACTED FOI EXEMPT]</b><br><br><br>Date: 15 <sup>th</sup> December 2022 |
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<sup>1</sup> The date of unqualified acceptance by both parties signature is the effective date of the contract



**Terms and Conditions for Contract**

**DSTL0000010894**

**DSTL TURBULENCE PROFILER PROCUREMENT**

## **TERMS AND CONDITIONS OF CONTRACT**

**[REDACTED FOI EXEMPT]**

### **Schedule 1 - Definitions of Contract**

**[REDACTED FOI EXEMPT]**

## Schedule 2 – Schedule of Requirements for Contract

|   |   |   |
|---|---|---|
| <b>Contractor:</b><br><br>MZA Associates Corporation<br>1360 Technology Court<br>Suite 200<br>Dayton, Ohio<br>45430<br>United States of America | <b>Schedule of Requirements for Task:</b><br><br>Dstl TURBULENCE PROFILER<br>PROCUREMENT<br><br>MZA Associates Corporation<br>Quotation # [REDACTED FOI EXEMPT] | <b>Buyer Consignee:</b><br><br>[REDACTED FOI EXEMPT]<br>Dstl Porton Down<br>Porton Down,<br>Salisbury, Wiltshire<br>SP4 0JQ<br>United Kingdom |
| <b>Issued on:</b><br><br>15th December 2022   |   | <b>Contract No:</b><br>DSTL0000010894<br><br>To be quoted on all correspondence   |

| Table I - Schedule of Requirements (Contractor Deliverables)         |   |            |                     |
|--|---|------------|---------------------|
| Qty  | Description   | Unit Price | Amount              |
| 1  | PROPS Turbulence Profiler, PR-05-600 (Telescope assemblies, computer assemblies, transmitter assemblies, receiver assemblies, software. Transportation cases for all equipment. Delivery to facility by MZA personnel. Training on setup and use of system. Training for use of turbulence diagnostic data) | [REDACTED] | [REDACTED]          |
| 2  | Enable DELTA Imaging Turbulence Monitor processing for high-resolution imaging camera shared aperture with PROPS, NIR   | [REDACTED] | [REDACTED]          |
| 2  | Upgrade to PROPS PR-05-600T (Motorized tracking mount, acquisition/tracking camera, optics, software, mount control)  | [REDACTED] | [REDACTED]          |
| 1  | Additional shipping for PR-05-600 for destination outside the U.S.  | [REDACTED] | [REDACTED]          |
| 1  | Additional costs for travel outside of U.S. for PROPS training  | [REDACTED] | [REDACTED]          |
| <b>Grand Total (Carriage and Insurance Paid (CIP)) Wiltshire, UK</b> |   |            | <b>\$250,100.00</b> |

| Table II - Packaging Requirements |                       |     |             |
|-----------------------------------|-----------------------|-----|-------------|
| Item No.                          | Description           | Qty | Adjustments |
| All                               | [REDACTED FOI EXEMPT] | 1   | Nil         |

| Table III – Duration of Contract |                                   |  |  |
|----------------------------------|-----------------------------------|--|--|
| Item No.                         | Commencement Date                 | Completion Date  | Delivery Conditions of Contract  |
| All                              | Date of supplier countersignature | <p>On or before 31<sup>st</sup> March 2023</p> <p>Accounting for supplier estimated lead times for articles.</p> | <p>Comprising of the following, in order of precedence where terms conflict:</p> <p>1. 'Dstl Turbulence Profiler Procurement' Terms and Conditions of Contract (this document including Schedules)</p> <p>2. MZA Associates Quotation # <b>[REDACTED FOI EXEMPT]</b></p> |

### Schedule 3 – Contract Data Sheet

| General Conditions  |
|---|
| <p><b>Condition 2 – Duration of Contract:</b></p> <p>The Contract expiry date shall be: <b>31<sup>st</sup> March 2023</b> -following delivery of stated articles and training.</p>  |
| <p><b>Condition 4 – Governing Law:</b></p> <p>Contract to be governed and construed in accordance with:</p> <p>English Law    <input checked="" type="checkbox"/></p> <p>Scots Law    <input type="checkbox"/> clause 4.d shall apply</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with Clause 4.g (if applicable) are as follows:</p> <p><b>[REDACTED FOI EXEMPT]</b></p> |
| <p><b>Condition 7 – Authority’s Representatives:</b></p> <p>The Authority’s Representatives for the Contract are as follows:</p> <p><b>[REDACTED FOI EXEMPT]</b></p>  |
| <p><b>Condition 18 – Notices:</b></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p><b>[REDACTED FOI EXEMPT]</b></p>  |
| <p><b>Condition 19.a – Progress Meetings:</b></p> <p>Not applicable.</p>  |
| <p><b>Condition 19.b – Progress Reports:</b></p> <p>Not applicable.</p>   |

|   |
|---|
| <b>Supply of Contractor Deliverables</b>  |
| <p><b>Condition 20 – Quality Assurance:</b></p> <p>Is a Deliverable Quality Plan required for this Contract? [REDACTED FOI EXEMPT]</p> <p><b>Other Quality Assurance Requirements:</b></p> <p>[REDACTED FOI EXEMPT]</p> |
| <p><b>Condition 21 – Marking of Contractor Deliverables:</b></p> <p>[REDACTED FOI EXEMPT]</p>   |
| <p><b>Condition 23 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:</b></p> <p>[REDACTED FOI EXEMPT]</p>   |
| <p><b>Condition 24 – Timber and Wood-Derived Products:</b></p> <p>Not applicable.</p>   |
| <p><b>Condition 25 – Certificate of Conformity:</b></p> <p>Is a Certificate of Conformity required for this Contract? <input type="checkbox"/> <b>No.</b></p>   |
| <p><b>Condition 27.b – Delivery by the Contractor:</b></p> <p>[REDACTED FOI EXEMPT]</p>   |
| <p><b>Condition 27.c - Collection by the Authority:</b></p> <p>Not applicable.</p>  |
| <p><b>Condition 29 – Rejection:</b></p> <p>The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:</p> <p>[REDACTED FOI EXEMPT]</p>                    |
| <p><b>Condition 31 – Self-to-Self Delivery:</b></p> <p>Not applicable.</p>  |
| <b>Pricing and Payment</b>  |



**Condition 34 – Contract Price:**

All Schedule 2 line items shall be FIRM Price other than those stated below:

Not applicable.

Contractor price is exclusive of import duties (agreed to be paid independently by the Authority).

**Termination****Condition 41 – Termination for Convenience:**

Not applicable.

**Other Addresses and Other Information** *(forms and publications addresses and official use information)*

See Annex A to Schedule 3

### Schedule 3 Annex A – Contract Data Sheet

| Addresses and Other Information  |  |
|--|--|
| <b>1. Dstl Commercial Point of Contact:</b><br><br>[REDACTED FOI EXEMPT] | <b>2. Dstl Demand Owner:</b><br><br>[REDACTED FOI EXEMPT]        |
| <b>3. Bill Paying Branch:</b><br><br>[REDACTED FOI EXEMPT]               | <b>4. Consignment Instructions:</b><br><br>[REDACTED FOI EXEMPT] |
| <b>5. MZA Associates Point of Contact:</b><br><br>[REDACTED FOI EXEMPT]  | <b>8. Notes:</b><br><br>[REDACTED FOI EXEMPT]                    |

**Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.d) for Contract**

**[REDACTED FOI EXEMPT]**

**Schedule 5 - Contractor's Sensitive Information (i.a.w. Condition 12) for Contract**

**[REDACTED FOI EXEMPT]**

**Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract**

**[REDACTED FOI EXEMPT]**

**Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract**

The following information is provided in respect of Condition 24 (Timber and Wood-Derived Products):  
Not applicable to task.

**Schedule 8 - Acceptance Procedure (i.a.w. Condition 28) for Contract**

**[REDACTED FOI EXEMPT]**

**Schedule 9 – Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract**

Not applicable to task.

## Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract

### PART A – Notification of IPR Restrictions

| 1. <u>ITT / Contract Number</u> |  | DSTL0000010894  |  |   |  |
|---------------------------------|--|---|--|---|--|
| 2. <u>ID #</u>                  | 3. <u>Unique Technical Data Reference Number / Label</u> | 4. <u>Unique Article(s)* Identification Number / Label</u>  | 5. <u>Statement Describing IPR Restriction</u> | 6. <u>Ownership of the Intellectual Property Rights</u> |  |
| 1                               | N/A  | Supplier I.D: PROPS Turbulence Profiler, PR-05-600  | [REDACTED FOI EXEMPT]                          | MZA Associates Corporation (USA)                        |  |
| 2                               | N/A  | Supplier I.D: DELTA Imaging Turbulence Monitor processing for high-resolution imaging camera shared aperature with PROPS, NIR | [REDACTED FOI EXEMPT]                          | MZA Associates Corporation (USA)                        |  |
| 3                               | N/A  | Supplier I.D: Upgrade to PROPS PR-05-600T   | [REDACTED FOI EXEMPT]                          | MZA Associates Corporation (USA)                        |  |

\* Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

### PART B – System / Product Breakdown Structure (PBS)

NIL RETURN for non-bespoke product. As advertised by supplier with restrictions as per Schedule 2.

[END OF DOCUMENT]