# CONSULTANCY AGREEMENT

Dated: [date]

## Parties

1. **Migra Data Limited** (company no. 15315379), registered in England and Wales with its registered office at Hollingsworth Cottage, Sidlesham, PO20 7LZ ("**Consultant**").
2. **[Client]** (company no. [Company No]), registered in England and Wales with its registered office at [Client Address] ("**Client**").

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## Background

The Parties wish to engage in an agreement for the supply of data migration services by Migra Data Limited to the Client on a non-exclusive, time and materials basis.
This agreement is not intended to create an employment relationship or mutuality of obligation.
This Agreement begins on [date] and continues until [date] ("**Term**"). It will end automatically on the last day of the Term unless ended earlier subject to Clause 9.

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## 1. Services

1.1 The Consultant will provide the personnel, skills, and experience needed to deliver the services listed in Schedule 1 (the Services).
1.2 The Consultant will:

- deploy teams with the required expertise for each phase,
- work with reasonable skill and care,
- make all reasonable efforts to follow any agreed plans or timetables,
- notify the Client promptly if issues, risks, or delays emerge,
- provide suitable equipment to provide the Services, unless the Client requires use of their own equipment, which is provided at the Client's expense,
- comply with all relevant legislation and/or statutory rules,
- supply evidence to support Right to Work checks on request of the Client.

1.3 The Consultant may replace individual team members as needed, provided the overall capability of the team is maintained.

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## 2. Client Responsibilities

2.1 The Client will:

- supply access to systems, data, documentation, environments, and personnel required by the Consultant to deliver the Services
- maintain clear decision-making and escalation routes,
- ensure that its own suppliers and partners cooperate with the Consultant where needed.

2.2 The Client is responsible for backing up all data and systems before any migration steps begin.

## 3. Fees and Payment

3.1 All Services are billed on a time and materials basis at the rates set out in Schedule 2.
3.2 Fees are exclusive of VAT.
3.3 The Consultant will invoice monthly in arrears unless otherwise agreed. The Client will pay each invoice within 30 days of the invoice date.
3.4 If any part of an invoice is disputed, the undisputed portion must still be paid on time.

## 4. Change Control

4.1 Either party may request changes to scope, deliverables, team composition, or approach.
4.2 Changes take effect only once agreed in writing.

## 5. Intellectual Property

5.1 Each party keeps ownership of its existing intellectual property.
5.2 The Client will own all final migrated datasets and any documentation created specifically for the Client.
5.3 The Consultant retains ownership of its own tools, processes, methods, accelerators, and know-how, whether created before or during this Agreement.
5.4 The Consultant grants the Client a perpetual, royalty-free licence to use any Consultant-owned elements incorporated into the deliverables for its internal business purposes.

## 6. Confidentiality

6.1 Each party will keep the other's confidential information private and use it only for the purposes of this Agreement.
6.2 These obligations do not apply to information that is public, received lawfully from a third party, or required to be disclosed by law.

## 7. Data Protection

7.1 Each party will follow all applicable data protection law, including UK GDPR and the Data Protection Act 2018.
7.2 The processing of data is subject to Schedule 3 – Data Sharing.

## 8. Liability and Insurance

8.1 Nothing in this Agreement limits liability for:

- death or personal injury caused by negligence,
- fraud or fraudulent misrepresentation, or
- any liability that cannot legally be limited.

8.2 Subject to clause 8.1:

- each party's total liability for all claims arising out of any one incident is limited to £5,000,000
- neither party is liable for indirect or consequential loss, or for loss of profit, revenue, or business interruption.

8.3 The Consultant will maintain appropriate levels of professional indemnity insurance and other suitable policies from a reputable insurer.

## 9. Term and Termination

9.1 The Term may only be extended or renewed by the mutual agreement of the parties in writing.

9.2 Either party may terminate;

- by giving 30 days' written notice, or
- immediately, if the other commits a material breach and does not remedy it within 14 days of notice.

9.3 On termination:

- the Consultant will provide all completed work and any part-completed work paid for by the Client, and
- the Client will pay all fees due for Services delivered up to the termination date.

## 10. Notices

10.1 Notices must be in writing and sent by email to:

- **Client**: [Client Email]
- **Consultant**: alan.sheldrick@migra.co.uk

10.2 Notices are deemed received at 9.00 a.m. on the next business day after email transmission.

10.3 This clause does not apply to service of proceedings.

## 11. Governing Law and Jurisdiction

This agreement and any dispute or claim (including non-contractual disputes) are governed by and construed in accordance with the **law of England and Wales**, and the **courts of England and Wales** have exclusive jurisdiction.

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# Schedule 1 – Services

The scope of the Services will include the deliverables below. The Consultant will make all reasonable efforts, but make no guarantee, to cover all listed deliverables in the time available.

## 1. Data Discovery

### Technical Mobilisation

- Develop data extraction, landing and audit routines
- Perform a pre-analysis / familiarisation phase with the source data to help plan for subsequent activities, such as SME engagement
- Determine the preliminary data scope for the migration

### SME Engagement / System Overviews

- Liaise with business and technical SMEs to build an understanding of the data and document landscape, and how systems and data attributes are used within the business processes
- Identify process challenges caused by data issues / inaccuracies

### Off-System Data Source Discovery

- Identify data sources that are not held within core applications but are required for business processes to operate (e.g. MS Excel spreadsheets, Access DBs, etc.)

### High-Level Functional Mapping

- For all areas within the scope section, complete high-level functional / data area mapping between the source data areas and the Client's target application landscape

### Preliminary Mapping

- For the scoped data areas, complete a first-pass attribute mapping activity (comprehensive source to target mapping across all data areas will be completed in the delivery phase)
- Identify the differences between systems and structures that will drive complexity or need to be addressed within the migration process

### Quality Assessment

- Based on in-depth technical analysis and engagement with SMEs, develop an extensive and prioritised catalogue of DQ rules to assess the quality of the source data landscape
- Understand cross-database consistency issues, leading to best source analysis

### Golden Record / Rationalisation Assessment

- Identify the size and potential requirements for a "Golden Record" matching, merging and survivorship solution

### Property Hierarchy Assessment

- Identify the size and potential requirements for a "Property Hierarchy Restructuring" exercise

### Delivery Mobilisation

- Draft the migration methodology
- Agree and document target data definitions across the delivery within a DM Register
- Delivery Phase Planning
- Based on the discovery findings and scoped data dictionary, develop a migration plan for the mapping, build, test and load activities, finalise the resource profile and commercials for the delivery phase

## 2. Data Migration

### Data Mapping

- For the scoped data areas, complete the attribute mapping activity
- Capture the transformation logic, identify missing reference data

### Document Mapping

- For the scoped data areas, complete the document mapping and SharePoint target design activity

### Property Hierarchy Realignment

- Realignment logic agreed and realignment logic built. Client data landed and modelled to the realignment logic to identify any which require business investigation. Weekly reports shared for data correction until completion. Remodelling business process to align to the new ways of working

### Data Transformation

- Build and apply the transformation logic, mapping logic and target data enrichments, prepare and populate the export tables, build audit and constraint logic

### Document Build and Unit Test

- Document meta data extract and analysis, development of migration logic and target SharePoint site, testing and validation

### Build Verification & Reconciliation

- Prepare detailed reconciliation to source data and reports, raise bugs for data fixes, lessons learnt to improve future processing

### Data Export

- Apply target constraints and review, exclude bad data from further processing and resolve, audit files to target definitions

### Trial Data Loads and Verification

- Trial load reconciliation to source data and reports, raise bugs for data fixes, prove load readiness of the data, close out load toolset issues

### Business & Functional Verification

- Plan, lead and execute business reconciliation to source data. Raise bugs for data fixes, lessons learnt to improve future processing

### Data Cleanse

- Analysis, creation and refinement of the data quality rules, cleansed owned and delivered by the business SMEs, monitor and fix reoccurring issues

### Data Readiness Cycles

- Final adjustment to transform logic to close out known or reconciliation issues. Resolving open bugs and issues in preparation for cutover. Document any expected post load data actions for post cutover resolution

### Trial Loads and Cutover

- Plan, lead and execute data cutover activities, business reconciliation to source data. Raise bugs for data fixes, lessons learnt to improve future processing

## Schedule 2 – Fees

The Services are provided on a Time and Materials basis, due to the quantity of unknowns in a migration scenario.

Fees are charged in line with the rate card below, exclusive of VAT.

| Resource | Rate |
|---|---|
| Migration Lead | £1050 /day |
| Technical Lead | £975 /day |
| Document Migration Lead | £975 /day |
| Senior Data Consultant | £975 /day |
| Data Consultant | £900 /day |
| Migration Project Manager | £875 /day |
| Migration Data Analyst | £825 /day |

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# Schedule 3 – Data Sharing

## 1. Definitions and Interpretation

1.1 Migra Data Limited will act as "**Processor**", [Client] will act as "**Controller**"
1.2 Terms such as *controller*, *processor*, *data subject*, *personal data*, *processing* and *appropriate technical and organisational measures* have the meanings given in the **Data Protection Legislation**.
1.3 **Data Protection Legislation** means the UK GDPR, the Data Protection Act 2018, and any replacement or supplementary laws in force in England and Wales.
1.4 **Shared Personal Data** means the personal data exchanged under this agreement.
1.5 **Permitted Recipients** means each party, its employees, and its subsidiaries.
1.6 References to legislation include amendments and subordinate legislation.
1.7 References to "writing" include email.

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## 2. Purpose

2.1 The parties will share personal data solely for **data profiling, quality measurement, and migration** ("**Agreed Purposes**").
2.2 Shared Personal Data must not be processed in any way incompatible with the Agreed Purposes.
2.3 This schedule sets out the framework, principles, and responsibilities for that data sharing.

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## 3. Data Protection Obligations

3.1 Each party shall comply with its obligations under the Data Protection Legislation.
3.2 If either party materially breaches the Data Protection Legislation and fails to remedy the breach within 30 days of written notice, the other may terminate this agreement immediately.
3.3 Each party shall:
(a) ensure all required notices and consents are in place for lawful data sharing;
(b) restrict access to Shared Personal Data to Permitted Recipients only;
(c) ensure those recipients are bound by confidentiality and data protection obligations equivalent to those in this schedule;
(d) maintain appropriate technical and organisational measures to protect personal data;
(e) not transfer personal data outside the UK without ensuring a lawful transfer mechanism under the UK GDPR;
(f) notify the other within **24 hours** of any personal data breach relating to this agreement;
(g) on termination, delete or return Shared Personal Data (unless retention is required by law);
(h) keep records demonstrating compliance and allow reasonable audits;
(i) maintain a named contact responsible for data protection matters; and
(j) notify the other of any intended sub-processor and ensure appropriate written terms are in place.

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