Module 9 – Data Migration

Version 3.1

TABLE OF CONTENTS

Use Guidelines

This Module should be used when the Customer is buying data cleansing, analysis, migration or conversion services, such as those often associated with a software development or software implementation project or with systems integration.

This Module can also be used for stand alone data cleansing, analysis, migration or conversion services.

Where the Customer requires comprehensive data Managed Services, the parties should use Module 12.

See the Procure IT User Guide for more details.

This text is not to be used in interpreting the Module.]

1. Agreed Terms and Interpretation

AGREED TERMS

The terms and conditions included in this **Module 9** form part of the Customer Contract when the Parties state that the Data Migration Module forms part of the Customer Contract in Item 8 of the General Order Form.

In this Module, unless the contrary intention appears:

1.1 **Customer Provided Data** means the data supplied by the Customer in respect of which the Contractor is to provide the Data Services.

1.2 **Data Analysis** means the Services stated in clause 5.

1.3 **Data Cleansing** means the Services stated in clause 4.

1.4 **Data Conversion and Migration** means the Services stated in clause 6.

1.5 **Data Services** mean the Services specified in the Module Order Form to be provided by the Contractor to the Customer in respect of the Customer Provided Data, which may include:

(a) Data Cleansing;

(b) Data Analysis; and/or

(c) Data Conversion and Migration.

1.6 **Exceptions** means the reasons that excuse the Contactor from being in breach of the Customer Contract in respect of the Services provided under this Module, as stated in clause 8.

INTERPRETATION

1.7 Other capitalised words and expressions used in this Module are contained in Part 3 of the Agreement.

2. Period of Services

2.1 The Data Services must be provided during the Contract Period. If no Contract Period is stated in the General Order Form or the Module Order Form then the Data Services will be provided from the Commencement Date until either Party cancels the Data Services by providing 30 days Notice in Writing.

3. Scope of Services

SCOPE

3.1   The Contractor must provide the Data Services in accordance with the Contract Specifications, any Service Level Agreement, any PIPP and any other Order Documents.

3.2   Unless it is stated on the Module Order Form that the Contractor is to extract the Customer Provided Data, the Customer must extract and provide the Customer Provided Data to the Contractor in the agreed format, at the times stated and otherwise in accordance with the Customer Contract, including any PIPP or other Order Document. The Customer acknowledges and agrees that the Contractor's ability to perform the Data Services may depend in whole or in part on the completeness and quality of the Customer Provided Data.

DATA SECURITY

3.3   Unless stated otherwise in this Customer Contract, the Customer must:

(a)   take a complete back up of the Customer Provided Data and retain it until the end of any Warranty Period; and

(b)   test and retain the back up referred to in sub-clause (a) above, to ensure that the Customer Provided Data can be accurately and completely restored,

prior to giving a copy of the Customer Provided Data to the Contractor for the Contractor to perform the Data Services. Thereafter the Contractor is responsible for backing up any Customer Provided Data on which it has performed any Services.

3.4   Each Party must operate and maintain Virus protection software in accordance with commercially acceptable standards to protect the Customer provided data and any back ups.

OWNERSHIP OF CUSTOMER PROVIDED DATA

3.5   The Contractor acknowledges and agrees that the Customer Provided Data remains the property of the Customer.

3.6   The Contractor must not place any lien, charge or other encumbrance over the Customer Provided Data.

CONTRACTOR'S LICENSED SOFTWARE AND TOOLS

3.7   Where the Data Services are to be performed using Licensed Software, software tools, object libraries, other items or methodologies owned by the Contractor or any other party, the Contractor must use reasonable efforts to provide the Customer with an overview of the Licensed Software, software tools, object libraries, other items or methodologies that are used by the Contractor.

3.8   Where the Licensed Software, software tools, object libraries or other items are required to perform the Data Services or the Customer requires access to any of them after the end of the Contract Period, then if the Contractor agrees to make them available to the Customer:

(a)   the Contractor must provide the Customer with a licence to use those software tools, object libraries or other items on the terms and conditions and at the Prices stated on the Module Order Form. Any standard off the shelf Licensed Software shall be provided under Module 3 (Licensed Software); or

(b)   the Contractor must use (or if required, acquire from the third party for the use of the Contractor) those software programs, software tools, object libraries or other items for the Contract Period, on the terms and conditions and at the Prices stated on the Module Order Form.

4.   Data Cleansing

4.1   If the Module Order Form states that Data Cleansing is to be performed by the Contractor, the Contractor must process the Customer Provided Data described in the Module Order Form and make modifications to the Customer Provided Data by:

(a)   eliminating records that are clearly duplicates;

(b)   correcting obvious misspellings and errors;

(c)   ensuring that there are consistent descriptions, punctuation and syntax; and

(d)   resolving any other obvious inaccuracy, omission or inconsistency issues,

to meet the level of accuracy and consistency stated in the Contract Specifications.

5.   Data Analysis

5.1   If the Module Order Form states that an analysis of the Customer Provided Data is to be conducted by the Contractor, the Contractor must conduct that analysis described in the Module Order Form and provide the Customer with the type of report specified in the Module Order Form, which may include a report of the trends within the Customer's business, industry and client base.

6.   Data Conversion and Migration

6.1   If the Module Order Form states that Data Conversion and Migration Services must be performed by the Contractor, the Contractor must perform the Data Conversion and Migration Services described in the Module Order Form, which may include:

(a)   implementation of all activities set out in the PIPP for the conversion and migration of the Customer Provided Data; and

(b)   all such other things that are stated to be within the Contractor's responsibilities under the Customer Contract.

6.2   Any PIPP for Data Conversion and Migration may include the following stages:

(a)   assessment and definition of the:

(i)   Customer's existing system;

(ii)   Customer Provided Data migration goals;

(iii)   required Deliverables; and

(iv)   complexity of the project, user experience and requirements.

(b)   development of a Data Conversion and Migration strategy that is appropriate for the Customer's needs and its user population covering all appropriate planning and timetabling issues associated with the Data Conversion and Migration including:

(i)   identification of the Services to be performed;

(ii)   identification and procurement of necessary Products;

(iii)   allocation of responsibilities within each Party's organisation;

(iv)   Staging of the project;

(v)   whether a data warehouse will be used as a staging mechanism in the migration of data;

(vi)   development of a Milestones and payment schedule; and

(vii)   implementation of the Services.

(c)   preparation/pre-migration which may include recovering data, designing extraction and functional specifications, and developing contingency arrangements should the migration of the Customer Provided Data not be successful;

(d)   procurement or design and development of relevant software and systems to effect the Data Conversion and Migration;

(e)   migration including installation of the migrated data including (as applicable) development of associated documentation and training of users; and

(f)   testing and acceptance of the migrated data in accordance with clause 10 of the Customer Contract.

7. Warranty

7.1 The Contractor warrants that, subject to the Exceptions, the Data Services will be provided in accordance with:

(a) the requirements of the Contract Specifications in all material respects during any applicable Warranty Period; and

(b) due care and skill.

8. Exceptions

8.1 The Contractor is not liable for any breach of the Customer Contract which arises as the result of:

(a) any Customer Supplied Item not operating in accordance with its documentation or the requirements in this Customer Contract;

(b) modifications to the Customer Provided Data that were effected or attempted by a person other than the Contractor;

(c) any act, error, fault, neglect, misuse or omission of the Customer;

(d) any Virus, denial of service attack or other malicious act that adversely affects the Customer Provided Data or the Data Warehouse (except to the extent that the attack or malicious act is an attack or malicious act of the Contractor);

(e) improper use or mismanagement by the Customer; or

(f) an Event.

8.2 The Contractor is not responsible for any errors or omissions that are contained in the Customer Provided Data that the Contractor is not required to correct under the Data Services.

8.3 Nothing in this Module requires the Contractor to verify the Customer Provided Data against the independent original source of the data (e.g. correcting the spelling of a person's name does not require the Contractor to contact the person to ascertain the correct spelling), unless stated otherwise on the Module Order Form.

8.4 If the Contractor has been requested to provide any remedy and the item that was requested to be remedied is determined by the Contractor not to be a Defect (or to be a Defect in a Customer Supplied Item) then the Contractor is entitled to charge the Customer for the costs and expenses (calculated using the rates set out in the Customer Contract, or if none are stated, at the Contractor's then current commercial rates) that arise out, of or in connection with identifying and attempting to remedy that item.