



Crown Commercial Service

G-Cloud 9 Call-Off Contract

This Call-Off Contract for the G-Cloud 9 Framework Agreement (RM1557ix) includes:

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Part A - Order Form

Digital Marketplace Service ID number	AI.DATALIFT: 420604056463964 AI.CLOUD SERVICES: 380733466662753 AI.SERVICES: 884391707223609
Call-Off Contract reference:	Bravo Contract Code 51115
Call-Off Contract title:	Network Storage Project
Call-Off Contract description:	Network Storage Services
Start date:	[] March 2018
Expiry date:	[] March 2020
Call-Off Contract value:	£1,713,600 plus VAT (two year contract price)
Charging method:	Charges and payment terms are contained in Schedule 2 below
Purchase order number:	[TBA]

This Order Form is issued under the G-Cloud 9 Framework Agreement (RM1557ix).

Buyers can use this order form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From: the Buyer	Department for the Environment Food and Rural Affairs 020 xxx xxxx Buyer's main address: Area 4D, Floor 4, Nobel House 17 Smith Square Westminster London SW1P 3JR
To: the Supplier	Automated Intelligence Limited Tel: 02890 996118 Supplier's address: Unit 4 The Legacy Building Queens Road Belfast BT3 9DT Northern Ireland Company number: NI603151
Together: the 'Parties'	

Principle contact details

For the Buyer:	Title: [REDACTED] Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]
For the Supplier:	Title: [REDACTED] Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 15 March 2018 and is valid for 24 months
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for disputed sums or at least 30 days from the date of written notice for Ending without cause. If the Call-Off Contract is terminated at any time then the Buyer shall cease to access and use the AI.DATALIFT and AI.CLOUD SERVICES software at the end of the period for which the relevant licence fee (or management fee, in the case of AI.DATALIFT) has been paid and the Lot 3 Services shall cease immediately on the effective date of termination.
Extension period:	This Call-Off Contract can be extended by the Buyer for 2 periods of 12 months each, by giving the Supplier one month's written notice before its expiry. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud lot:	This Call-Off Contract is for the provision of Services under: Lot 2 - Cloud software Lot 3 - Cloud support
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: Lot 2: <ul style="list-style-type: none">• Licence for 12 months from the Commencement Date of AI.DATALIFT computer software for the ingestion, analysis, remediation (removal of duplicate, redundant, obsolete and trivial data) and migration to SharePoint Online and AI.CLOUD SERVICES of up to 250Tb of the Buyer's fileshares and SharePoint data held within the Buyer's datacentres which are managed by Cpgemini or IBM. This licence may be extended for a further period of 12 months upon payment of the AI.DATALIFT management fee set out in Schedule 2. For the avoidance of doubt, if the Buyer wishes the Supplier to process or migrate data which is held in any other datacentre, then this shall be at additional cost to the Buyer, which shall be agreed in writing between the parties in advance;• Monthly licence of AI.CLOUD SERVICES computer software (including the

	<p>AI.GDPR Accelerator module) for the archiving of up to 175TB of the Buyer's data (which amount may be increased by prior agreement between the parties and subject to payment of the relevant monthly licence fee set out in Schedule 2) to the Buyer's Microsoft Azure tenancy.</p> <p>Lot 3:</p> <ul style="list-style-type: none"> AI.SERVICES: 448 days of professional services in connection with the project as detailed in schedule 1.
Additional services:	The Supplier will provide an Implementation Plan describing the scope of the Services for the Buyer's approval at Call-Off Contract Start Date, such approval not to be unreasonably withheld or delayed.
Location:	The Services will be performed remotely from the Supplier's premises in the UK except where on-site attendance is necessary for the performance of any services or reasonably requested by the Buyer AS PART OF Project working, in which case those services shall be delivered at the Buyer's premises at any of its locations in Central London. The current Buyer Project location is Nobel House.
Quality standards:	The quality standards required for this Call-Off Contract are included within the service description provided under the relevant service ID. The Buyer has set the Requirements and Acceptance Criteria based on these standards
Technical standards:	The technical standards required for this Call-Off Contract are included within the service description provided under the relevant service ID. The Buyer has set the Requirement and Acceptance Criteria based on these standards
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are as contained in the Supplier Terms and Conditions provided under the relevant service ID. The Buyer has set the Requirement and Acceptance Criteria based on these service levels and availability
Onboarding:	The onboarding plan for this Call-Off Contract will be in accordance with the Buyer's prevailing SMSI Supplier Management Onboarding Policy and Processes The onboarding plan for this Call-Off Contract includes the Supplier providing an Implementation Plan for the Services Buyer's approval, not to be unreasonably withheld or delayed
Offboarding:	The offboarding plan for this Call-Off Contract will be in accordance with the Buyer's prevailing SMSI Supplier Management Onboarding Policy and Processes The offboarding plan for this Call-Off Contract includes an exit plan of processes and any associated costs with exiting the Call-Off Contract covering data standards for migration. The exit plan stating clearly the party responsible for each exit task within the plan. The Supplier shall provide the exit plan to the Buyer for approval, not to be unreasonably withheld or delayed, within one month of the Start Date
Collaboration agreement:	The Supplier shall enter into a Collaboration Agreement materially on the terms of the template provided at https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents with certain of the Buyer's IT service providers with whom the Supplier will be required cooperate in connection with the Services
Limit on Parties' liability:	The annual total liability of either Party for all Property defaults will not exceed £1,000,000. The annual total liability for Buyer Data defaults will not exceed £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). The annual total liability for all other defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.
Insurance:	The insurance(s) required will be: <ul style="list-style-type: none"> a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract] professional indemnity insurance cover to be held by the Supplier and by any agent, SubSupplier or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as

	<ul style="list-style-type: none"> required by Law) employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 90 consecutive calendar days.
Audit:	The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits. Clauses 7.4 to 7.13 of the Framework Agreement. Each invoice shall at all times be accompanied by Supporting Documentation. Any assessment by the Authority as to what constitutes Supporting Documentation shall not be conclusive and the Supplier undertakes to provide to the Authority any other documentation reasonably required by the Authority from time to time to substantiate an invoice.
Buyer's responsibilities:	The Buyer is responsible for:- Granting access for the Supplier's personnel to the relevant site and access to the Buyer's Microsoft Azure tenancy in order to install the AI.DATALIFT and AI.CLOUD SERVICES software. Further Buyer responsibilities are listed in Section 3 of the Supplier Terms and Conditions which are provided under the relevant Service ID. The Buyer shall use all reasonable endeavours to agree with the Supplier dates for the provision of any professional services at the Buyer's premises at least two weeks prior to such dates.
Buyer's equipment:	The Buyer's equipment is not available for use by the Supplier during this Call-Off Contract provided that the Buyer shall provide all necessary access to its servers on which Buyer Data is held to the extent necessary to provide the Services under this Call-Off Contract.

Supplier's information

SubSuppliers or partners:	The following is a list of the Supplier's SubSuppliers or Partners : N/A
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method:	The payment method for this Call-Off Contract is: Payment will be made by the Buyer by BACS directly to the Supplier bank account as detailed in the Buyer's invoice.
Payment profile:	The payment profile for this Call-Off Contract is set out in Schedule 2
Invoice details:	The Supplier will issue electronic invoices. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	Invoices and Supporting Documentation should be submitted to: SSCL AP Defra PO Box 790 Newport Gwent NP10 8FZ with a copy (again including any Supporting Documentation) to [REDACTED] or such other person and at such place as the Authority may notify to the Supplier from time to time.
Invoice information required – for example purchase order, project reference:	All invoices must include the following information: (a) the date of the invoice; (b) a unique invoice reference; (c) the Reporting Period or other period(s) to which the relevant Charge(s) relate;

	<p>(d) the correct reference for this Agreement;</p> <p>(e) the reference number of the purchase order to which it relates (if any);</p> <p>(f) the dates between which the Services subject of each of the Charges detailed on the invoice were performed;</p> <p>(g) A full description of the goods/service provided.</p> <p>(h) the total Charges gross and net of any applicable deductions and properly chargeable to the Authority under the terms of this Agreement, and, separately, any VAT or other sales tax payable in respect of each of the same;</p> <p>(i) a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and</p> <p>(j) the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).</p>
Invoice frequency:	As set out in Schedule 2
Call-Off Contract value:	The total value of this Call-Off Contract is £1,713,600 plus VAT (two year contract price)
Call-Off Contract charges:	<p>The breakdown of the Charges is set out in Schedule 2</p> <p>All invoiced Charges will be for delivery of the service and deliverables</p> <p>No expenses are permissible under this Call-Off without the prior consent of the Buyer. For the avoidance of doubt the Buyer shall not pay the Supplier's reasonable travel, accommodation and subsistence expenses incurred in the performance of the Services at the Buyer's premises if the travel is within the M25.</p>

Additional buyer terms

Performance of the service and deliverables:	<p>This Call-Off Contract will include the following implementation plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"> • on-boarding plan at Start Date • implementation plan at Start Date • exit plan at one month from Start Date
Guarantee:	N/A
Warranties, representations:	<p>In addition to the incorporated Framework Agreement clause 4.1, the Supplier warrants and represents to the Buyer that:-</p> <p>It owns without lien or incumbrance the assets it will use to deliver the Services to the Buyer</p> <p>It has the all the intellectual property rights required to grant the Buyer use of the AI.DATALIFT and AI.CLOUD SERVICES software pursuant to this Call-Off Contract</p> <p>Within 30 days of the Start Date, the Supplier and the Buyer shall enter into an agreement with a reputable escrow agent for the deposit of the source code of the AI.DATALIFT and AI.CLOUD SERVICES software with such escrow agent. The terms of that agreement shall be substantially the same as the standard terms issued by NCC Escrow International Limited from time to time and shall continue in place for the duration of this Call-Off Contract. The escrow agreement shall provide for release of the Software held in escrow upon an insolvency event affecting the Supplier. The Supplier shall then immediately notify the escrow agent that the Buyer is to have the benefit of that agreement and be a licensee under it. The Supplier shall pay any costs associated with the establishment of the escrow and any renewal costs which occur under the escrow.</p>
Supplemental requirements in addition to the Call-Off terms:	<p>Within the scope of the Call-Off Contract, the Supplier will:</p> <p>Provide copies of its insurance policies to the Buyer prior to the Call-Off Contract Start Date</p>
Alternative clauses:	<p>These Alternative Clauses, which have been selected from Schedule 4, will apply:</p> <p>N/A</p>

Buyer specific amendments to/refinements of the Call-Off Contract terms:

Within the scope of the Call-Off Contract, the Supplier will provide:
Amendments to the Service Descriptions in the Digital Marketplace consistent with the Clarification Question Responses set out in Appendix A to this Order Form which shall be incorporated into this Call-Off Contract by reference.

The Supplier confirms it does not and will not be using its own offshore or any offshore third party suppliers or SubSuppliers or Partners to deliver the Services throughout the Term or any Extension to the Term of this Call-Off Contract.

The Buyer incorporates the Crown Commercial draft terms for the Call-Off Agreement Proforma under the G-Cloud 9 Framework (subject to change) in respect to obligations on the Supplier regarding GDPR which will be effective and incorporated within this Call-Off Contract from 25 May 2018. See Below

Agreement : this Call-Off Contract

Law : means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;

Supplier Personnel : means all directors, officers, employees, agents, consultants and Suppliers of the Supplier and/or of any Sub-Supplier engaged in the performance of its obligations under this Agreement]

GDPR CLAUSE DEFINITIONS:

Data Protection Legislation : (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 subject to Royal Assent to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller , Processor , Data Subject , Personal Data , Personal Data Breach , Data Protection Officer take the meaning given in the GDPR.

Data Loss Event : any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Access Request : a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018 : Data Protection Act 2018

GDPR : the General Data Protection Regulation (Regulation (EU) 2016/679)

LED : Law Enforcement Directive (Directive (EU) 2016/680)

Protective Measures : appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Sub-processor : any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement

1. DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Appendix B by the Buyer and may not be determined by the Supplier.

1.2 The Supplier shall notify the Buyer immediately if it considers that any of the Buyer's instructions infringe the Data Protection Legislation.

1.3 The Supplier shall provide all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Buyer, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security

measures and mechanisms to ensure the protection of Personal Data.

1.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

(a) process that Personal Data only in accordance with Appendix B unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Buyer before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Buyer as appropriate to protect against a Data Loss Event having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that :

(i) the Supplier Personnel do not process Personal Data except in accordance with this Agreement (and in particular Appendix B);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Supplier's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:

(i) the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Buyer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Buyer in meeting its obligations); and

(iv) the Supplier complies with any reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data;

(e) at the written direction of the Buyer, delete or return Personal Data (and any copies of it) to the Buyer on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Supplier shall notify the Buyer immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

or

(f) becomes aware of a Data Loss Event.

1.6 The Supplier's obligation to notify under clause 1.5 shall include the provision of further information to the Buyer in phases, as details become available.

1.7 Taking into account the nature of the processing, the Supplier shall provide the Buyer with full assistance in relation to either Party's obligations under Data

	<p>Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Buyer) including by promptly providing:</p> <p>(a) the Buyer with full details and copies of the complaint, communication or request;</p> <p>(b) such assistance as is reasonably requested by the Buyer to enable the Buyer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;</p> <p>(c) the Buyer, at its request, with any Personal Data it holds in relation to a Data Subject;</p> <p>(d) assistance as requested by the Buyer following any Data Loss Event;</p> <p>(e) assistance as requested by the Buyer with respect to any request from the Information Commissioner's Office, or any consultation by the Buyer with the Information Commissioner's Office.</p> <p>1.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:</p> <p>(a) the Buyer determines that the processing is not occasional;</p> <p>(b) the Buyer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and</p> <p>(c) the Buyer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.</p> <p>1.9 The Supplier shall allow for audits of its Data Processing activity by the Buyer or the Buyer's designated auditor.</p> <p>1.10 The Supplier shall designate a data protection officer if required by the Data Protection Legislation .</p> <p>1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:</p> <p>(a) notify the Buyer in writing of the intended Sub-processor and processing;</p> <p>(b) obtain the written consent of the Buyer;</p> <p>(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 1 (Data Protection) such that they apply to the Sub-processor; and</p> <p>(d) provide the Buyer with such information regarding the Sub-processor as the Buyer may reasonably require.</p> <p>1.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.</p> <p>1.13 The Buyer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).</p> <p>1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than 30 Working Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.</p> <p>1.15 The Buyer will ensure that it has all necessary appropriate consents or is otherwise permitted to enable lawful transfer of the Buyer Personal Data to the Provider for the duration and purposes of this Call Off Contract.</p>
<p>Public Services Network (PSN):</p>	<p>The Public Services Network (PSN) is the Government's secure network. If the G-Cloud Services are to be delivered over PSN this should be detailed here: N/A</p>

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict the terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

- (A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557ix.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	[REDACTED]	[REDACTED]
Title:	[REDACTED]	[REDACTED]
Signature:	[REDACTED]	[REDACTED]
Date:	15 March 2018	16 March 2018

Schedule 1 - Services

- **Lot 2 Services:**
 - Licence for 12 months from the Commencement Date of AI.DATALIFT computer software (which may be extended for a further 12 months subject to the payment of the management fee for AI.DATALIFT set out in Schedule 2 below) for the ingestion, analysis, remediation (removal of duplicate, redundant, obsolete and trivial data) and migration to SharePoint Online and AI.CLOUD SERVICES of up to 250Tb of the Buyer’s fileshares and SharePoint data held in its datacentres which are managed by Capgemini or IBM.
The Supplier will migrate/remediate data which is accessible and in the agreed format(s). Any content items which are accessible and in the agreed format(s) which fail to migrate/remediate will be addressed either by modifying the toolset or performing a manual migration inclusively within this service. Where content cannot be migrated/remediated for reasons outside of Supplier’s control (e.g. where not accessible or in the agreed format(s)) any such failure to migrate/remediate shall not constitute a breach of the Call-Off Contract or any warranty and Supplier shall still be entitled to claim the relevant charges.
 - Monthly licence of AI.CLOUD SERVICES (including the AI.GDPR Accelerator module) for the archiving of up to 175TB of the Supplier’s data (which amount may be increased by prior agreement between the parties and subject to payment of the relevant monthly licence fee as set out in Schedule 2 below) to the Buyer’s Microsoft Azure tenancy.

For the avoidance of doubt, the AI.DATALIFT and AI.CLOUD SERVICES software shall be installed on the Buyer’s own Microsoft Azure tenancy and all processing and storing of Buyer Data shall be done on that tenancy.
- **Lot 3 Services:** Total 448 days (7.5 hours) of professional services to perform the ingestion, analysis, remediation and migration set out above using the AI.DATALIFT and AI.CLOUD SERVICES software, and as further set out in Schedule 2 below.

Schedule 2 - Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

- Lot 2 Services Charges:

- i) Licence for 12 months of AI.DATALIFT computer software for the ingestion, analysis, remediation (removal of duplicate, redundant, obsolete and trivial data) and migration of up to 250Tb of the Buyer's data: **£686,250** plus VAT, which shall be payable in three instalments as follows:
 - (1) £100,000 plus VAT of which shall be payable and invoiced upon execution of this Call-Off Contract;
 - (2) £243,125 plus VAT shall be payable and invoiced upon the earlier of (a) the date on which the Supplier is given access to the Buyer's data and the AI.DATALIFT software commences processing the data; and (b) 31 May 2018;
 - (3) A final payment shall be payable and invoiced upon the earlier of (a) commencement of Phase 3 of the Lot 3 Services as set out below and (b) 29 June 2018, and shall be calculated at £3,220 plus VAT multiplied by the number of TB of data being processed using the AI.DATALIFT software at that date ("Data Volume") above 100TB, subject to a maximum amount of £343,125 plus VAT. If the Buyer wishes to use the AI.DATALIFT software for the ingestion, analysis, remediation and migration of over 250TB of data, then it shall pay an additional amount equal to £2,745 plus VAT per additional TB. If, by 29 June 2018, the Supplier has not been granted such access to the data as is reasonable in order to allow it to ascertain the volume of data to be processed, then the final payment payable by the Buyer pursuant to this sub-clause (3) shall be £343,125 plus VAT. In the event that the Supplier's acts or omissions are the direct and sole cause of any delay in reaching any of the milestones set out in paragraphs 2(a) and 3(a) above, then the Parties agree that the Buyer shall be entitled to delay any corresponding payment for an equivalent period of such delay.

If, at any time during the Call-Off Contract Period and after 29 June 2018, the Buyer wishes to use the AI.DATALIFT software to process additional data above 250TB, it shall pay an amount equal to £2,745 plus VAT per additional TB and thereafter an annual management fee on the terms set out below in respect of such additional TB of data.

If the Buyer wishes to continue to use the AI.DATALIFT Software after expiry of the initial period of 12 months for a further annual period, then it shall pay an annual management fee of £720 plus VAT per TB (based on the Data Volume plus any additional TB purchased by the Buyer prior to such date), which shall be invoiced and become payable in advance no later than the date falling 12 months from the Commencement Date. If the Buyer does not pay the annual management fee for continued use of the software, then it shall immediately cease to have access to and use the AI.DATALIFT software. This charge is based on the assumption that 70% of the Buyer's data which is remediated by use of the software shall remain on the Buyer's Microsoft Azure tenancy and 30% shall be migrated back to the Buyer's SharePoint system.

- ii) For the monthly licence of AI.CLOUD SERVICES (including the AI.GDPR Accelerator module) for the archiving the Buyer's data to the Buyer's Microsoft Azure tenancy an amount equal to £112.50 plus VAT per month per TB of data which has been archived in the immediately preceding month to the Buyer's Microsoft Azure tenancy (and the Buyer shall procure that the Supplier has access to its Microsoft Azure tenancy to the extent reasonably necessary to allow it to ascertain the volume of data archived). Such amount shall be invoiced and become payable monthly in arrears on the fifth day of the month, commencing 4 weeks from the date the AI.CLOUD SERVICES software is first used by the Buyer to archive its data.

- Lot 3 Services Charges

Charges for Professional Services shall be paid by way of milestones as set out below.

Milestone Payment Schedule

Definitions:

Milestone Payments: the milestone payments set out in paragraph of this Milestone Payment Schedule.

G-Cloud 9 Call-Off Contract - RM1557ix 08-05-2017

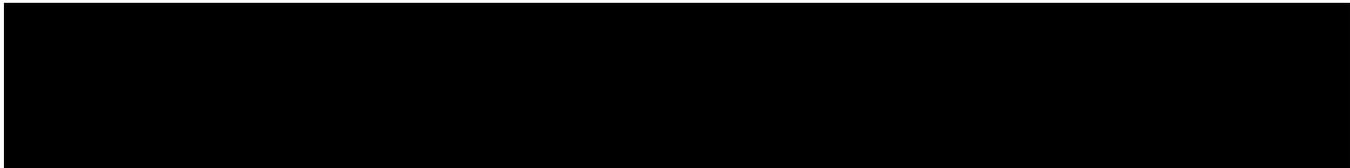
<https://www.gov.uk/government/publications/g-cloud-9-call-off-contract>

Milestones: the milestones described in paragraph □ of this Milestone Payment Schedule.

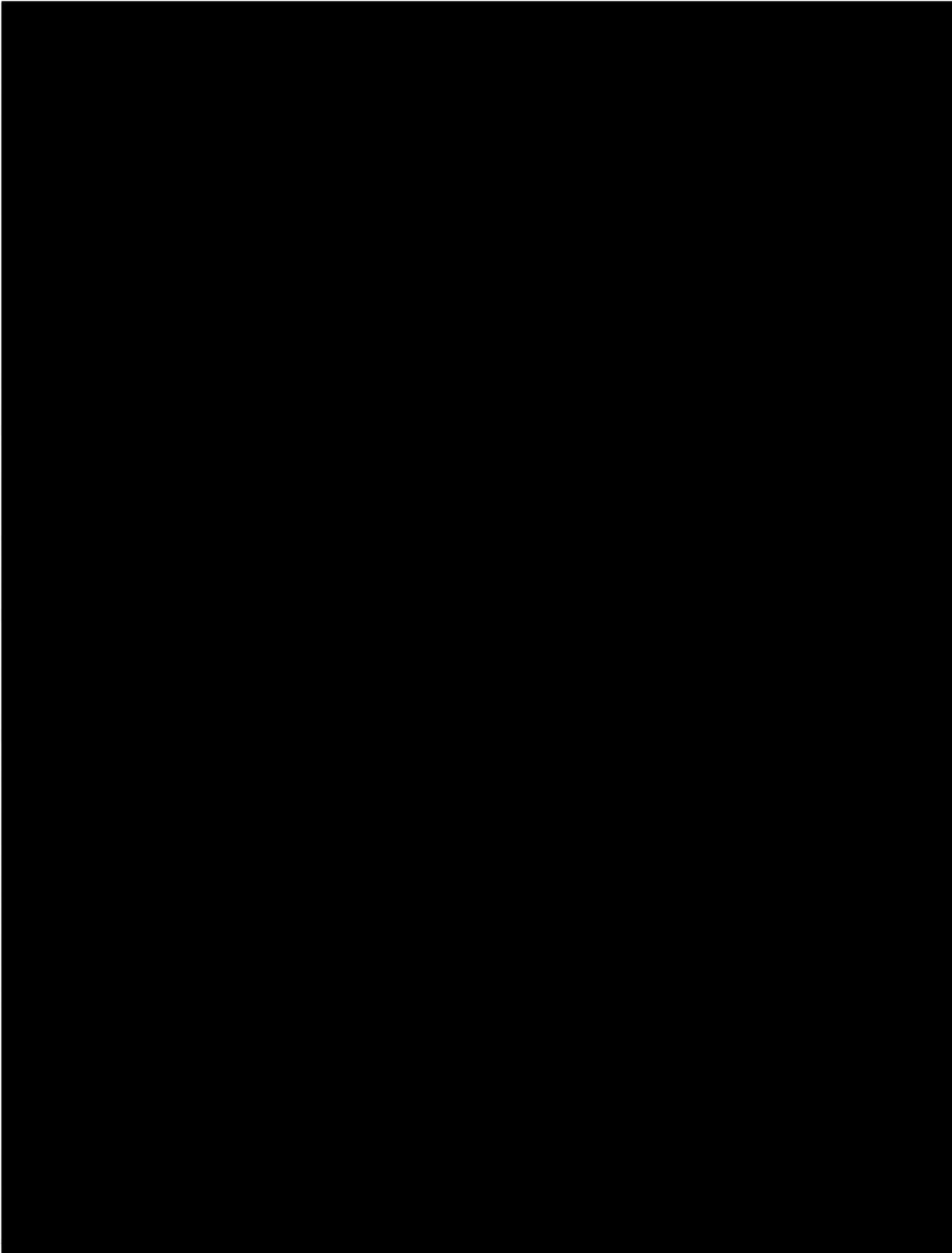
I. Charges

(a) The Lot 3 Services shall be charged on the following basis and assumptions:

- the total price for the Lot 3 professional services outlined in Schedule 1 shall be £366,100 plus VAT. Any professional services which fall outside of the scope of the Services set out below and which are requested by the Buyer shall be charged in addition to this fee at the day rates set out in the table below.
- the total price shall be paid by the Buyer to the Supplier by a combination of time and materials payments and Milestone Completion Payments, with 75% of the total payment for each Milestone being payable monthly in arrears for professional services days (8 hours per man per day) performed by the Buyer in the immediately preceding month at the rates set out in the table below (subject to a maximum of 75% of the total Milestone Payment), and the remaining 25% of the Milestone Payment payable on the Supplier having completed the relevant Milestone;
- on completion of a Milestone Supplier shall invoice the Buyer for the charges that are then payable. The Buyer shall not unreasonably withhold or delay its payment for completion of a milestone and shall take all required decisions in a timely manner. Any deliverable which is required to be approved by the Buyer, including final completion of a milestone, shall be so approved (or otherwise) within 10 working days of its submission for approval by the Supplier. A Milestone shall be deemed to have been completed when the Lot 3 Services as set out the relevant Milestone description in the table below have been performed in accordance with the Call-Off Contract, the Supplier Terms and this Schedule by Supplier. Any delays in the delivery or failure to deliver by the Supplier of any of the following milestones which result from failure of the Buyer (or its departments, service providers, including any third parties who hold data on its behalf) to implement its obligations/satisfy any prerequisites under the Call-Off Contract, these Schedules or the Supplier Terms or any other default on the part of the Buyer or its departments, service providers, including any third parties who hold data on its behalf, shall not be deemed to be a failure to achieve a Milestone by the Supplier and it shall be entitled to its charges in respect of such Milestone accordingly. Any additional days of professional services beyond those which have been allocated to a particular milestone in the table below and which are then required as additional services in order to complete a Milestone shall be charged by the Supplier at the rates set out below.
- In relation to the migration of data to SharePoint Online and AI.CLOUD SERVICES of up to 250Tb of the Buyer's fileshares and SharePoint data held in its datacentres managed by Capgemini or IBM, the Supplier will migrate all of the content and referenced documents which are accessible and in the agreed format(s) using the automated Supplier toolset. Any content items which are accessible and in the agreed format(s) which fail to migrate will be addressed either by modifying the toolset or performing a manual migration inclusively within this service. Where content cannot be migrated for reasons outside of Supplier's control (e.g. where not accessible or in the agreed format(s)) any such failure to migrate shall not constitute a breach of the Call-Off Contract or this Schedule or a failure to achieve the relevant Milestone and Supplier shall still be entitled to claim its fees under this Schedule.
- The charges do not cover remediation or resolution of anomalies discovered in the discovery phase. The scope and size anomalies will be highlighted as an integral part of the project but the resolution of these (unless being resolved by a straight-forward migration activity) will lie outside of this project.
- The AI.DATALIFT agents will be deployed on existing Buyer virtual infrastructure. The Supplier will be provided priority access to the source data and make use of the Portable Data Centre (PDC) to move the data to the Azure Data Centre. Delta migrations will be performed over an adequate internet connection. The number of days allocated below are made on the assumption of a timely roll out of the Buyer's Office365 and a bulk migration rather than a phased migration. If the Buyer chooses to migrate data on a phased basis, there may be additional days of professional services required.
- The data centres managed IBM will have materially the same on-boarding, security sign-off, infrastructure sign-off and user acceptance testing processes and the data centres managed Capgemini will have materially the same on-boarding, security sign-off, infrastructure sign-off and user acceptance testing processes.
- Where the Buyer terminates the Call-Off Contract at any time prior to the completion of Milestone 6 (M6), the Buyer shall pay the Supplier for the number of days of professional services it has performed up to the date of termination at the following day rates, less any Milestone Payments already received:



- The performance of Milestones shall not in all cases be sequential and the Supplier may commence performance of another Milestone prior to completion of a Milestone, and it shall be entitled to commence invoicing and be paid on a time and materials basis for the next Milestone on commencement of that other Milestone. Days allocated to one milestone may be reallocated to another milestone by agreement between both parties.



APPENDIX A CLARIFICATION RESPONSES

Section 3 (Technical) of document DEFRA – Network Storage Updated Clarification Questions dated 06/12/17:

From your Service Descriptions on the Digital Marketplace and by referencing these specific Service Description ID(s) and related documents in your answers, could you please clarify:-

1. What is your approach to migrating Microsoft Access databases?

AI understands there are many Access databases within the DEFRA dataset and they are used to deliver a range of formal and casual business functions. AI realises that it is important to ensure that the Access databases are carefully managed to ensure business continuity. Several options exist for migrating Access.

For Access databases that are in high use across the business by many users AI would work with DEFRA to plan the best strategy for continuity of access going forward. Aside from the physical migration, options include transforming the Access database to a different more appropriate form, such as a Dynamics 365 app or Azure SQL backed app.

Frequently used centralised databases can be managed and accessed via an Azure Files file share.

In certain instances, for remote teams hosting the Access databases on Azure VMs or local file shares may be more appropriate.

OneDrive for Business will potentially provide single user Access databases continuity.

Historical but unused databases can either be archived to Azure or deleted.

In all of these scenarios, AI.DATALIFT can be used to both analyse the usage profile and undertake the migration of the source Access database to the most appropriate location.

2. What is your approach to linked Microsoft Excel spreadsheets? Do the links get automatically updated as part of the migration for example?

AI appreciates that linked Excel Spreadsheets are a core collaborative aspect of teams within DEFRA. DEFRA need to ensure that continuity is maintained during migration to the TOM so that teams can both easily adopt the new platform and continue to work with their in-flight collaborative work.

AI.DATALIFT provides full fidelity migration and management of linked spreadsheets during migration to SharePoint online.

When 2 or more documents are migrated that contain links to each other, these links within the spreadsheets will be automatically updated to ensure that the referential integrity of the workbooks is maintained and that the links continue to work.

If there are links within a document to external links or other content that is not being migrated, these links will be preserved and continue to work as normal.

Links that will be updated include both cell links and links within formulae.

3. What is your migration approach to large volumes of data (+200 TB)

AI.DATALIFT provides several options to support large migration. AI provides a unique Portable Data Centre (PDC) service in conjunction with Microsoft based on the Azure Data Box for accelerated migration of large data sets. Alternatively, AI can use the internet and possibly Microsoft Express Route (if available) for direct migration.

The PDC service will allow DEFRA to migrate data in 'chunks' of data of up to 60TB in a single activity. This fully managed service will securely transport the data directly to the Microsoft Azure data centre and load it directly into an Azure container for processing by AI.DATALIFT. This will result in data either being archived to its final destination in Azure or migrated on to Office365 using the Azure Accelerated Migration API.

In conjunction with the PDC service AI.DATALIFT provides a fully managed service for ongoing data capture for changes in the live environment. All data changes and additions are captured through a delta mechanism that automatically adds the data to the AI.DATALIFT service and manages the data through the same lifecycle and policy application as the rest of the data.

4. Does your service require infrastructure to run locally in our datacentres? If so what are the requirements?

AI.DATALIFT is a low footprint solution.

The only infrastructure that AI requires is a virtual appliance to host Agents that are used to access the data in its source locations. The agents are responsible for analysing the data on the various DEFRA platforms as well as migrating content either to the target destination via secure internet transfer or via AI's Portable Data Centre option, backed by the Microsoft Azure Data Box solution.

The Data Agent infrastructure requirement per agent is:

- Quad Core Processor
- 4GB RAM
- 1Gbit/s NIC
- Recommended minimum 1Gbit/s LAN connection between crawl platform and content being crawled
- Windows Server 2008 / Windows Server 2012 / Windows 10 / Windows 7
- .NET 4.6.2 (Full Framework)
- Access to Azure (i.e. no firewall rules blocking access etc.; internet connection is over standard HTTPS, TCP port 443)

A single AI.DATALIFT platform can support many agents. It is typical to have at least one agent per source system, i.e. FileShare, SharePoint, etc. In order to increase throughput, it is possible to run multiple agents against a single source. Once AI establish DEFRA's network connectivity and migration speed a recommendation can be provided on how many agents should be deployed.

5. What would the typical time taken to analyse 5TB of data, and is this done at the metadata level or actual content analysis?

AI.DATALIFT analyses data in a two-stage process in order to accelerate DEFRA's ability to understand what data exists on its platform and start making decisions on the lifecycle of that data as early as possible.

The initial crawl that AI.DATALIFT performs provides an insight into whether the data can be considered DROT based on parameters that are defined by DEFRA either before or after the analysis has been carried out.

Based on our understanding of the DEFRA environment, AI expect a 5TB analysis to take approximately 3 hours, assuming an agent speed of 2.5 million items per hour.

The speed with which AI.DATALIFT analyses data is influenced by a couple of external factors; the speed of the internal source system platform and associated network as well as the internet connectivity availability.

The AI.DATALIFT Agent can be scheduled to crawl out of hours and throttled as need be to allow the crawls to be performed alongside other regular file access requirements, such as Backup, etc.

For the full content index of 5TB of data (which would be representative of approx. 16TB of DEFRA data pre analysis) it would take approx. 36 hours.

6. Does your Service take advantage of the Compliance Centre features and allow Labels to be attached to content as part of migration?

Yes, where applicable AI can use the Microsoft Compliance Scanner to pre-tag items with the same policy that DEFRA are using within Office365.

This allows AI.DATALIFT policies to be aligned with those in the Security and Compliance Center to ensure that there is consistency between the discovery and the end result classification.

AI.DATALIFT will pass through the Label to be applied to Office365 during migration for subsequent application in Office365.

7. *How does your product support GDPR or other UK compliance needs?*

Having worked extensively in the Public Sector, on numerous regulatory requirements and activities including FOI and DPA, we understand the impact of GDPR and what DEFRA needs to achieve from a regulatory standpoint.

AI's solution will enable DEFRA to adapt to and meet legislative requirements for the GDPR well in advance of May 25th 2018.

With AI.DATALIFT, we provide deep analytical insights into unstructured data very quickly and accurately. AI.DATALIFT scans and analyses multiple disparate data sources, indexing and consolidating information, performing an intrinsic compliance and risk assessment across data holdings.

To achieve this, a variety of techniques are used such as Keyword Identification, Sensitive Data Identification, Personal Data Identification (PII), Content Categorisation, or a combination of these.

AI.DATALIFT provides additional capabilities such as managing Subject Access Requests (SARs) including 'right of access' and 'right to be forgotten' via a group or single case processing. This is delivered via an end-to-end workflow recording and managing the request process, identifying relevant PII data and key completion dates.

Using advanced audit reporting capabilities within AI.DATALIFT, DEFRA will be able to provide full auditable evidence that they are holding and managing their information in line with internal standards and external regulations.

8. *Are you able to migrate from Enterprise Vault and also extract emails from PSTs? Briefly describe how this will work.*

In Enterprise Vault AI will run 'queries' to select a set of items (messages and other content) that match DEFRA's specific criteria. These items are then automatically extracted to PST files. AI.DATALIFT indexes these and migrates all or a subset of the message files and other content, as required. PSTs dispersed across other storage systems can also be indexed by AI.DATALIFT in the same way.

In AI.DATALIFT each PST is represented as a Classification. An end user browses or searches for a PST name within the Classifications user interface. Clicking a classification exposes the contents of a PST including all the related messages.

Migration is a core capability of AI.DATALIFT. Classifications enable you to group or segregate contents (email messages etc.) as required and apply an AI.DATALIFT Policy to the Classification. The Policy defines the action (quarantine, migrate, delete etc.) to migrate data to a specific application within your Office 365 tenant or to AI.CLOUD SERVICES (hosted in Azure using BLOB Storage). This could be to a SharePoint Online team site, OneDrive for Business account or a specific mailbox in Exchange Online (either an end user mailbox or a shared mailbox).

9. *Are you able to migrate data into SharePoint, OneDrive and also storage in Azure as a form of Archive?*

AI.DATALIFT migrates data from a range of sources to systems such as SharePoint, OneDrive or into archive solutions such as AI.CLOUD SERVICES. At all times security and retention policies are applied and managed.

AI.DATALIFT migrates data by means of applying Policy to it once it has been classified. Migration rules are managed centrally within AI.DATALIFT's Policy engine, ensuring information is treated according to a single set of agreed policies that DEFRA adhere to.

DROT data can be migrated from existing storage systems to AI.CLOUD SERVICES within Azure. DROT is data DEFRA no longer want to keep. DROT rules can be defined by DEFRA.

Core Relevant Business Data from existing storage systems can be migrated to Office 365 into SharePoint or OneDrive, providing a secure, collaborative platform for users to easily work with information and do their jobs.

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<https://www.gov.uk/government/publications/g-cloud-9-call-off-contract>

User information (or any other data for that matter) stored on current Personal Drives can also be easily migrated to OneDrive providing users with a business personal working area, which is private by default.

10. If you are able to archive data into Azure, are you able to search from within SharePoint to find and retrieve the information from this archive? Briefly explain how this will work.

Clarification Responses 1-4 of document DEFRA – Network Storage Updated Clarification Questions dated 14/12/17:

1. Given the Authority has relatively poor internet connectivity into its data centres, and a large corpus of data across several repositories, how would you minimise the migration timeline and analysis down to manageable timelines, i.e. in days/small number of weeks?

AI uses a locally deployed file analysis agent in the first instance that will analyse data at a rate of between 3 and 5 million items per hour. Multiple agents can be deployed against multiple repositories within DEFRA's data centres at the same time. The agents create a small package per document that will not introduce significant bandwidth consumption. Given priority access to the DEFRA data, AI's agents will be able to crawl and analyse the 250Tb of source data within 2 to 3 weeks. The results of this analysis can be viewed while it is still being collated to allow DEFRA staff to begin analysing the outputs and plan policy application in advance of the completion of the crawls.

For content migration, given the poor internet connectivity, AI propose to use our secure Portable Data Centre (PDC) to allow the physical shipping of DEFRA data to the Microsoft Azure Data Centre for rapid ingestion of data. This approach can migrate up to 60Tb in a single action consuming no internet bandwidth. The service has a turnaround time of 6 days from the copy completing to the data being available in Azure. The speed of this process will only be limited to the internal copy speed of the source data centre and not the internet connection. This activity can begin in parallel with the initial crawl mentioned above to provide an efficient and accelerated data migrations and onboarding process.

2. Defra has several data centres, file and print infrastructures (that include shared and personal drive storage, approx. 230TB in total), 3 SharePoint on premise farms (SharePoint 2007, 2010 and 2013 versions – Approx 20TB). Given we need to move as much of the data out of all of the above locations, we would like to approach the migration across the three phases, as we have described. Please describe the deliverables, artefacts, any specific modules within your solution (include any third party software), you'd expect to deliver or that you'd expect from the Authority/other to deliver within each phase?

Phase 1 - Discovery

This initial stage in the DEFRA project is to get an understanding of the data that exists across the estate. During this phase we will use AI.DATALIFT to create an index of all the data that will enable DEFRA to understand the nature of it and provide a basis upon which the future data estate can be modelled. AI.DATALIFT provides connectors for file and print servers as well as SharePoint 2007, 2010 and 2013.

AI.DATALIFT will be used to analyse:

- Duplicate, Redundant, Obsolete and Trivial (DROT)
- Locations and Folder Structures
- All file Metadata
- Access Control Lists (ACL's)

DROT files will be moved to lower cost cloud stores, with the appropriate access and retention controls applied. Reducing DROT will allow DEFRA to save money in terms of storage and the capability to manage this data out of the business in a responsible, policy based manner.

Using AI.CLOUD SERVICES DEFRA's content can be exposed through links within SharePoint Online, once available, with metadata, structure and security replicating the DEFRA environment, making it easy and efficient for users to browse, search and access their data.

A further output of this phase will be to identify data that will be moved to SharePoint Online, once available.

Throughout Phase 1, AI will use AI.DATALIFT and AI Professional Services to complete the deliverables outlined. We have no dependency on third party software.

Phase 2 - Design /Build /Implementation

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During the discovery phase above, the future data estate can be modelled to determine where the endpoints of the migration will be for the remaining data sets. The destination estate needs to be established, this will include provisioning and making available SharePoint Online and the Azure storage areas established during this phase. This activity can happen at any point once the determinations on destinations have been agreed. Phase 2 will also provide feedback to DEFRA on the data anomalies (such as Access databases) that exist within the data set.

AI.DATALIFT will enable DEFRA to understand where the remaining (Non-DROT) data is, where it is located, who has access to it and what it is being used for. AI.DATALIFT will also be able to help address network related issues, other anomalies and ultimately how information can be better structured and labelled to drive business improvement and end user efficiencies. It is envisaged that any outstanding security or metadata issues will also be resolved in the 'To-Be' environment.

GDPR is also a key element of the project for DEFRA and AI will provide consultancy and tooling to help identify and manage the associated risk in relation to Personally Identifiable Information (PII) contained within the dataset. This work stream will be further addressed in Phase 3.

Information collated during Phase 2 will help drive the overarching Information Architecture definition and build aspects of the solution. These include:

Information Governance

- Target Destination Definition and Refinement
- Discovery of file plan requirements and proposed implementations
- Virtual file plan consisting of a combination of physical structures and managed metadata.
- Preservation of existing metadata and potential enrichment to support new file plan/s
- Search and eDiscovery Definition and Refinement
 - Documents and Records Management
 - Define Retention Policies via Office 365 and SharePoint Online Retention
 - Define and implement declaration policies
 - Retention Labels and Information Management Policies. Guidance on best practise.
 - Metadata impact assessment
 - Retention labels applied either on per library basis or by search rules (metadata based search rules introduced soon). Potential to allow manual label in select instances if required.

Security

- Identity Management and Integration (Azure Active Directory)
- Permission level planning/assessment and implementation
- Access model. Open at the top and secured on sites/libraries/folders if required
- SharePoint Information Rights Management for more secure libraries
- Preservation of current permissions during migration where required

Platform Build

- Platform build (Pilot, Live)
- Platform testing
- Platform go-live

Throughout Phase 2, AI will use AI.DATALIFT and AI Professional Services to complete the deliverables outlined. We have no dependency on third party software.

Phase 3 - Data Migration and Transition

The final stage in the process is the migration, mapping and transition of the remaining data sets. AI would also look to help with the architecture and tactics for deployment and adoption. This phase will also include indexing and classifying the data, GDPR, metadata and key word extraction etc.

This phase encompasses the migration of data from the DEFRA Data Centre's and the initial Azure storage to the defined destinations. This may include SharePoint Online and AI.CLOUD SERVICES.

Outputs from this phase will include migrating the remaining recent/current content migrated to SharePoint Online, including, structure, metadata and security.

A critical stage within the migration is the use of delta migrations to ensure the new platform contains the latest data at the point of user switch over. This can be a continual or scheduled process fitting in with the needs of DEFRA and cognisant of the internet bandwidth restrictions.

Further content based analysis and remediation can be performed using AI.DATALIFT to identify any unstructured data containing Personal Information at Data subject level ensuring this data is appropriately labelled and secured in the destination platform.

While migration is identified as a phase 3 deliverable, given the timescales of the project, it is possible for migration to commence at any point from the inception of the project, especially for data identified as DROT early in the program.

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<https://www.gov.uk/government/publications/g-cloud-9-call-off-contract>

Migration activities include:

- Approval and installation of approved storage arrays into DEFRA data centres
- Storage array commissioning and testing
- Copying of data to the storage array
- Transfer and load of data to the Azure Data Centre

Post migration disk wipe/destruction as required.

Throughout Phase 3, AI will use AI.DATALIFT and AI Professional Services to complete the deliverables outlined. We have no dependency on third party software.

3. Please confirm any assumptions you have made in determining the above CQ1 and CQ2?

- The AI.DATALIFT agents will be deployed on existing DEFRA infrastructure
- AI will be provided priority access to the source data and make use of the Portable Data Centre (PDC) to move the data to the Azure Data Centre
- Delta migrations will be performed over an internet connection.

4. Please confirm any dependencies you have on the Authority for CQ1 and CQ2?

- DEFRA (or their supplier) will provide access to the source data systems.
- DEFRA (or their supplier) staff will be available as required.