

CALL-OFF CONTRACT

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This Call-Off Order Form is entered into between the Customer and the Supplier (as detailed below) on **1st April 2022** ("**Call-Off Effective Date**")

1. **BACKGROUND**

- (A) On 11 June 2020 the Secretary of State for Justice (the "**Authority**") advertised in the Official Journal of the European Union (reference 2020/S 114-277986), inviting prospective suppliers to submit proposals for the supply of rehabilitation and resettlement services.
- (B) Following receipt of an SQ Response, the Authority entered into a dynamic framework agreement dated 20 June 2022 (the "**Framework Agreement**") with the Supplier for the supply of Services (as described in the Framework Agreement).
- (C) In accordance with the Call-Off Procedure (as defined in the Framework Agreement) the Authority has run a Call-Off Competition. The Supplier participated in the Call-Off Competition and as a result of the Supplier's response the Customer now wishes to enter into this Call-Off Contract with the Supplier.
- (D) The Supplier shall provide the Services to the Customer in accordance with the terms of this Call-Off Contract and the Framework Agreement.

2. **IT IS AGREED AS FOLLOWS**

- 2.1 This Call-Off Order Form shall incorporate the terms of the Framework Agreement save as amended herein and together shall constitute the Call-Off Contract.
- 2.2 The rules of interpretation and the defined terms as set out in Clause 1 of the Framework Agreement shall apply mutatis mutandis to this Call-Off Contract (unless otherwise stated).
- 2.3 This Call-Off Contract shall come into force on the Call-Off Effective Date and, unless terminated at an earlier date by operation of Law or otherwise in accordance with its terms, terminate on the Call-Off Expiry Date (the "**Call-Off Term**").
- 2.4 The Supplier acknowledges that it has advised the Customer in writing of: -
 - 2.4.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
 - 2.4.2 the actions needed to remedy each such unsuitable aspect; and
 - 2.4.3 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,and such actions, timetable and costs are fully reflected in this Call-Off Contract, including the Services Description and/or Customer Responsibilities as applicable.
- 2.5 The Supplier shall not be excused from the performance of any of its obligations under this Call-Off Contract on the grounds of, nor, shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any unsuitable aspects of the Operating Environment.
- 2.6 The Supplier represents and warrants that the Financial Model is a true and accurate reflection of the Costs and Charges by the Supplier and the Supplier does not have any other internal financial model in relation to the Services inconsistent with the Financial Model.

3. CALL-OFF CONTRACT PARTICULARS

1.	The Customer	Ministry of Justice																					
2.	Supplier	Name: Action for Children Services Limited Registered address: 3 The Boulevard, Ascot Road Watford Hertfordshire WD18 8AG Registered number: 2332388																					
3.	Call-Off Commencement Date	1 st April 2022																					
4.	Call-Off Expiry Date	31 st March 2025																					
5.	Customer Representative (Clause 13.6.2)	[REDACTED] under Section 40 of the FOIA: Personal Information																					
6.	Supplier Representative (Clause 13.6.2)	[REDACTED] under Section 40 of the FOIA: Personal Information																					
7.	Services	For the Purposes of this Call-Off Contract the Call-Off Services Description shall be as set out in Schedule 2.1 (Call-Off Services Description) and the Supplier Solution shall be as set out in Schedule 4.1 (Call-Off Supplier Solution).																					
8.	Relevant terms	In this Call-Off Contract the following provisions of the Framework Agreement shall be deemed to apply or be disapplied (as set out below) and where such term is disapplied and shall not apply to this Call-Off Contract: <table border="1"> <thead> <tr> <th>Framework Agreement Clause number</th><th>Applies</th><th>Disapplies</th><th>Consequence</th></tr> </thead> <tbody> <tr> <td>9 (Implementation)</td><td></td><td>✓</td><td>If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply</td></tr> <tr> <td>10 (Performance Indicators)</td><td>✓</td><td></td><td>If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply</td></tr> <tr> <td>16.7 to 16.10 (Key Personnel)</td><td>✓</td><td></td><td>If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply</td></tr> <tr> <td>32 (Remediation Plan Process)</td><td>✓</td><td></td><td></td></tr> </tbody> </table>		Framework Agreement Clause number	Applies	Disapplies	Consequence	9 (Implementation)		✓	If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply	10 (Performance Indicators)	✓		If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply	16.7 to 16.10 (Key Personnel)	✓		If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply	32 (Remediation Plan Process)	✓		
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32 (Remediation Plan Process)	✓																						

		33 (Delay Payments)		✓																													
		35 (Step-In Rights)	✓																														
		Schedule 7.2 (Payments on Termination)	✓		Contract Breakage Costs will be as per the Framework Schedule																												
9.	Tiering	This Call-Off Contract shall be deemed to be the relevant tiering level as set out below for each relevant provision or Schedule referenced and the terms of this Call-Off Contract shall be applied accordingly.																															
		<table><tr><th>Provision</th><th>Tier One</th><th>Tier Two</th><th>Tier Three</th></tr><tr><td>Schedule 7.4 (Financial Distress)</td><td></td><td></td><td>✓</td></tr><tr><td>Schedule 7.5 (Reports, Records and Audit Rights)</td><td></td><td></td><td>✓</td></tr><tr><td>Schedule 8.1 (Governance)</td><td></td><td></td><td>✓</td></tr><tr><td>Schedule 8.2 (Change Control)</td><td></td><td></td><td>✓</td></tr><tr><td>Schedule 8.5 (Exit Management)</td><td></td><td></td><td>✓</td></tr><tr><td>Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)</td><td></td><td></td><td>✓</td></tr></table>	Provision	Tier One	Tier Two	Tier Three	Schedule 7.4 (Financial Distress)			✓	Schedule 7.5 (Reports, Records and Audit Rights)			✓	Schedule 8.1 (Governance)			✓	Schedule 8.2 (Change Control)			✓	Schedule 8.5 (Exit Management)			✓	Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)			✓			
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10.	Charges	The provisions of Schedule 7.1 (Call-Off Charges and Invoicing) shall apply to this Call-Off Contract and includes the Financial Model. The provisions of Appendix 1 to Schedule 7.1 (Charges and Invoicing) shall not apply to this Call-Off Contract.																															
11.	Customer Responsibilities	The responsibilities of the Customer set out in Schedule 3 (Call-Off Customer Responsibilities) shall constitute Customer Responsibilities under this Call-Off Contract.																															
12.	Standards	For the purposes of Schedule 2.3 (Standards) this Call-Off Contract shall be Basic,																															
13.	Security	For the purposes of Schedule 2.4 (Information Security and Assurance) this Call-Off Contract shall be S2																															

14.	Commercially Sensitive Information	The information set out in Schedule 4.2 (Call-Off Commercially Sensitive Information) shall be Commercially Sensitive Information for the purposes of this Call-Off Contract		
15.	Sub-contracting	The sub-contractors set out in Schedule 4.3 (Call-Off Sub-contracting) shall be the Key Sub-contractors that the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to.		
16.	Software	The provisions of Schedule 6.2 (Call-Off Software) of this Call-Off Contract shall apply.		
17.	Payments on Termination	The maximum Termination Payment recoverable shall be as set out in Schedule 7.2 (Payments on Termination) of the Framework Agreement.		
18.	Financial Distress	The provisions of Schedule 7.4 (Call-Off Financial Distress) of this Call-Off Contract shall apply.		
19.	Governance	The provisions of Schedule 8.1 (Call-Off Governance) of this Call-Off Contract shall apply.		
20.	Exit Management	In accordance with Paragraph 8 of Schedule 8.5 (Exit Management) Charges shall be payable for Termination Services.		
21.	Service Continuity	For the purposes of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) this Call-Off Contract shall not constitute a Critical Service Contract.		
22.	Staff Transfer (Relevant Staff Transfer Schedule)	“Neither Schedule 9.1A nor Schedule 9.1B shall apply to this Call Off Contract. Alternative provisions, Schedule 9.1C shall apply see paragraph 27 (Staff Transfer (Relevant Staff Transfer Schedule)) below of these Call-Off Contract Particulars”.		
23.	Guarantee	N/A		
24.	Personal Data	The provisions of Schedule 10 (Call-Off Processing Personal Data) of this Call-Off Contract shall apply.		
25.	Notice provisions (Clause 46.4)		Supplier	Customer
		Contact	[REDACTED] under Section 40 of the FOIA: Personal Information	[REDACTED] under Section 40 of the FOIA: Personal Information
		Address	[REDACTED] under Section 40 of the FOIA: Personal Information	[REDACTED] under Section 40 of the FOIA: Personal Information
		Email	[REDACTED] under Section 40 of the FOIA: Personal Information	[REDACTED] under Section 40 of the FOIA: Personal Information

26.	Special Terms	This Call-Off Contract shall have the following clauses deemed included: 26A. Right to extend 26A.1 The Authority may elect to extend the Call-Off Initial Term by giving the Supplier at least three (3) months' notice before the end of the Call-Off Initial Term, in which case the Call-Off Expiry Date shall be deemed to be at the end of the period set out in the notice which must be an Extension Period. 26A.2 Subject to clause 26A.3, the Authority may elect to extend an Extension Period by giving the Supplier at least two (2) months' notice before the end of any Extension Period, in which case the Call-Off Expiry Date shall be deemed to be at the end of the period set out in the notice which must be an Extension Period. 26A.3 The Authority shall be permitted to extend the Call-Off Initial Term by up to two (2) Extension Periods of twelve months (12) provided that the aggregate extensions shall not exceed 24 months from the end of the Call-Off Initial Term in total.
27.	Staff Transfer (Relevant Staff Transfer Schedule)	[REDACTED] under Section 40 of the FOIA: Personal Information

IN WITNESS of which this Call-Off Contract has been duly executed by the Parties on the date which appears at the head of its page 1.

SIGNED for and on behalf of
the Ministry of Justice

[REDACTED] under Section 40 of the FOIA: Personal Information
Signature

[REDACTED] under Section 40 of the FOIA: Personal Information
Name (block capitals)

[REDACTED] under Section 40 of the FOIA: Personal Information
Position

.....
Date

SIGNED for and on behalf of
the Action for Children Service Limited

[REDACTED] under Section 40 of the FOIA: Personal Information
Signature

[REDACTED] under Section 40 of the FOIA: Personal Information
Name (block capitals)

[REDACTED] under Section 40 of the FOIA: Personal Information
Position

.....
Date

SCHEDULE 2.1

CALL-OFF SERVICES DESCRIPTION

1. INTRODUCTION

- 1.1 This Schedule sets out the scope of the Services to be provided by the Supplier.
- 1.2 The Services to be provided by the Supplier under this Call-Off Contract shall be:
 - 1.2.1 the Mandatory Requirements as defined in Part A of Schedule 2.1 (Services Description) of the Framework Agreement;
 - 1.2.2 the elements as set out in Part B of this Schedule 2.1 (Call-Off Services Description)
 - 1.2.3 within the Geographical Locations set out in Part C.

PART A - MANDATORY REQUIREMENTS

1. The Mandatory Requirements set out in Part A of Schedule 2.1 (Services Description) of the Framework Agreement shall apply.

PART B – SERVICE CATEGORIES

1. The Supplier shall provide the Service Categories for this Call-Off Contract as set out in the header of the table(s) below.
 - 1.1.1 Family & Significant Others
 - 1.1.2 Women's Specific Services
2. Such Service Categories shall be provided to the Service Users as identified in the table(s) below.
3. Where specialist Cohort Service Category services are required in respect of the Framework Service Category(ies) selected in the table(s) below the specific Service Users to which this applies shall be identified in the table(s) below.

Table – Service Category(ies), Cohort Service Category(ies) and Service Users in-scope for Call-Off Contract

Header	Service Category(ies): Family and Significant Others; Women's Specific Services				
		Service Users in Scope			
		Adult Male Service User	Young Adult Male Service User	Adult Female Service User	Young Adult Female Service User
Row 1	No specific Cohort Service Category requirements				
Row 2	Women's Specific Cohort Service Category			x	x
Row 3	Young Adults Specific Cohort Service Category				
Row 4	BAME Specific Cohort Service Category				

4. General Requirements

The following General Requirements shall apply to this Call-Off Contract:



Annex I - New Hall
National Pregnancy at

PART C – GEOGRAPHICAL LOCATIONS

1. The Supplier shall provide the Services (as selected in Part B above) in the following Geographical Locations.

Yorkshire and the Humber

New Hall Prison

SCHEDULE 2.2

CALL-OFF PERFORMANCE LEVELS

1. CALL-OFF CONTRACT PERFORMANCE INDICATORS

- 1.1 The Call-Off Contract Performance Indicators for this Call-Off Contract shall be those set out in the specification.

2. BEDDING IN PERIOD

- 2.1 For the purposes of Clause 1.6 of the Framework Agreement the bedding in period shall be 6 months.

CALL-OFF INSURANCE

- 1.1 The Supplier agrees it shall meet the minimum insurance requirements as set out in Schedule 2.5 (Insurance) in accordance with the table below:

Class of insurance	Insurer(s) identity (including any excess layer insurers)	Proposed maximum deductible threshold each and every occurrence
Third Party Public and Products Liability Insurance	[REDACTED] under Section 43 of the FOIA: Commercial Interests	[REDACTED] under Section 43 of the FOIA: Commercial Interests
Professional Indemnity Insurance	[REDACTED] under Section 43 of the FOIA: Commercial Interests	[REDACTED] under Section 43 of the FOIA: Commercial Interests
Compulsory Insurances (Employers Liability Insurance and Motor Third Party Liability Insurance)	[REDACTED] under Section 43 of the FOIA: Commercial Interests	[REDACTED] under Section 43 of the FOIA: Commercial Interests

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SCHEDULE 3

CALL-OFF CUSTOMER RESPONSIBILITIES

1. **INTRODUCTION**

- 1.1 The Customer Responsibilities set out in the Framework Agreement shall apply to this Call-Off Contract save as specified below.
- 1.2 Any obligations of the Customer in Schedule 2.1 (Call-Off Services Description) shall not be Customer Responsibilities and the Customer shall have no obligation to perform any such obligations unless they are specifically stated to be "Dependencies".
- 1.3 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2. **SPECIFIC OBLIGATIONS FOR THIS CALL-OFF CONTRACT**

In addition to the Customer Responsibilities, the Customer shall, in relation to this Call-Off Contract perform the additional Customer's responsibilities identified below:

Customer Responsibility	Obligation it affects
<i>Not Applicable</i>	<i>Not Applicable</i>

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SCHEDULE 4.1

CALL-OFF SUPPLIER SOLUTION

[REDACTED] under Section 43 of the FOIA: Commercial Interests

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SCHEDULE 4.2

CALL-OFF COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Item(s)	Duration of Confidentiality
[REDACTED] under Section 43 of the FOIA: Commercial Interests			
[REDACTED] under Section 43 of the FOIA: Commercial Interest			
[REDACTED] under Section 43 of the FOIA: Commercial Interests			

SCHEDULE 4.3

CALL-OFF SUB-CONTRACTING

1. In accordance with Clause 17 of the Framework Agreement, the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to the Key Sub-contractors listed in the table below.
2. The Parties agree that they will update this Schedule periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Customer after the Call-Off Commencement Date for the purposes of the delivery of the Services.

Key Sub- contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/ Services description	Key Sub- contract listed in Call-Off Competition	Key role in delivery of the Services	Credit Rating Threshold
Not Applicable					

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SCHEDULE 6.1

CALL-OFF IMPLEMENTATION

NOT APPLICABLE

SCHEDULE 6.2**CALL-OFF SOFTWARE****1. THE SOFTWARE**

- 1.1 The Software below is licensed to the Customer in accordance with Clauses 18 and 19 of the Framework Agreement.
- 1.2 The Parties agree that they will update this Schedule to record any Supplier Software or Third-Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

2. SUPPLIER SOFTWARE

The Supplier Software includes the following items: -

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
[REDACTED] under Section 43 of the FOIA: Commercial Interests							
[REDACTED] under Section 43 of the FOIA: Commercial Interests							

3. THIRD PARTY SOFTWARE

The Third-Party Software shall include the following items: -

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

SCHEDULE 7.1

CALL-OFF CHARGES AND INVOICING

1. PRICING METHODOLOGY

- 1.1 The Charges in respect of the Operational Services under this Call-Off Contract are calculated based on the following Pricing Methodology:

(a) Fixed Price

2. FIXED PRICE

- 2.1 The Fixed Price shall be as set out below:

[REDACTED] under Section 43 of the FOIA: Commercial Interests

3. PERFORMANCE PAYMENTS

- 3.1 The Maximum Retained Percentage for the relevant Call-Off Contract shall be 5%
- 3.2 KPI 1 will not be monitored but will not be linked to performance payments
- 3.3 Exemptions may be requested where Authority actions have prevented achievement of Key Performance Indicators

4. DELAY PAYMENTS

- 4.1 There shall be no Delay Payments payable under this Call-Off Contract.

SCHEDULE 7.4

CALL-OFF FINANCIAL DISTRESS

1. FINANCIAL INDICATORS REPORTING

The reporting for each of the Financial Indicators shall be at the frequency set out in Paragraph 2.4.3 of Schedule 7.4 (Financial Distress) save as set out in Paragraph 3.2.

ANNEX 1

RATING AGENCIES

N/A

ANNEX 2

CREDIT RATINGS AND CREDIT RATING THRESHOLDS

N/A

SCHEDULE 7.5

CALL-OFF REPORTS, RECORDS AND AUDIT RIGHTS

1. TRANSPARENCY REPORTS

- 1.1 For the purposes of Paragraph 1 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Transparency Reports shall be those as set out in Appendix 1 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).

2. PROVISION OF REPORTS

- 2.1 For the purposes of Paragraph 6 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Reports shall be those as set out in Appendix 2 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).

3. SUPPLIER AUDITS

- 3.1 The provisions of Paragraph 12 of Schedule 7.5 (Reports, Records and Audit Rights) shall not be applicable to this Call-Off Contract.

ANNEX 1

TRANSPARENCY REPORTS

TITLE	CONTENT	FORMAT	FREQUENCY
Charges	Total Charges over specified period(s)	As notified by the Customer from time to time	As notified by the Customer from time to time
Performance Monitoring Report	Delivery against Call-Off Contract Performance Indicators in accordance with Schedule 2.2 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels)	As per Schedule 2.2	As per Schedule 2.2
Equalities report	Ethnicity, gender, age, religion, disability etc.	As notified by the Customer from time to time	As notified by the Customer from time to time
Annual Slavery and trafficking report	Supplier to set out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business	As defined in Clause 40.9.3 of Framework Agreement	Annually
Workforce and staffing	FTE / Headcount by service activity Job roles Geography (location – Unitary / Upper tier local authority)	As notified by the Customer from time to time	As notified by the Customer from time to time
Complaints	Details of any complaints received relating to the Services	As notified by the Customer from time to time	As notified by the Customer from time to time

Responsive reports

Required Report	Content	Format	Frequency
Incident report	As described in Schedule 2.4 (Information, Security and Assurance)	As described in Schedule 2.4 (Information, Security and Assurance)	As required under Schedule 2.4 (Information, Security and Assurance)
Delay reports	Details of the event giving rise to delay and	As described in Schedule 7.5 (Reports,	On request

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	the likely impact of the delay on the Services	Records and Audit Rights)	
Force Majeure Event reports	Details of the Force Majeure Event and its likely impact on the Services	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Review report	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	Within twenty (20) Working Days of the conclusion of each such review of the Service Continuity Plan
Draft Financial Distress Remediation Plan and final approved Financial Distress Remediation Plan once approved	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)	As soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event)
Improvement Plan report	As described in Framework Agreement Clause 31.13	As notified by the Customer	Provided at each Service Management Board

SCHEDULE 8.1

CALL-OFF GOVERNANCE

1.1 In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree the following representation and structure for the Boards under this Call-Off Contract:

a) **Service Management Board**

Customer Members of Service Management Board	[REDACTED] under Section 40 of the FOIA: Personal Information
Supplier Members of Service Management Board	[REDACTED] under Section 40 of the FOIA: Personal Information
Start Date for Service Management Board meetings	1 st April 2022
Location of Service Management Board meetings	HMP New Hall

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SCHEDULE 9.1C (FOR USE IN RESPECT OF RE-LET CONTRACTS)

STAFF TRANSFER

[REDACTED] under Section 40 of the FOIA: Personal Information

LIST OF NOTIFIED SUB-CONTRACTORS

NOT APPLICABLE

SCHEDULE 9.2

CALL-OFF KEY PERSONNEL

1. In accordance with Clause 16.8 of the Framework Agreement, the Key Roles and corresponding Key Personnel as at the Call-Off Commencement Date are listed in the table below.
2. The Parties agree that they will update this Schedule periodically to record any changes to the Key Personnel after the Call-Off Commencement Date made in accordance with Clauses 16.9 to 16.11 of the Framework Agreement.

Key Role	Name of Key Personnel	Responsibilities / Authorities	Phase of the project during which they will be a Member of Key Personnel	Minimum Period in Key Role
Supplier Representative	[REDACTED] under Section 40 of the FOIA: Personal Information	[REDACTED] under Section 40 of the FOIA: Personal Information	[REDACTED] under Section 40 of the FOIA: Personal Information	[REDACTED] under Section 40 of the FOIA: Personal Information

SCHEDULE 10

CALL-OFF PROCESSING OF PERSONAL DATA

PART 1

1. SCHEDULE OF DATA SHARING PARTICULARS

This Part 1 of Schedule 10 (Call-Off Processing of Personal Data) sets out the data sharing particulars to be completed by the Parties, acting reasonably and in good faith.

Description	Details
Data mapping	[REDACTED]
Permitted Purpose	[REDACTED]

PART 2

1. SCHEDULE OF DATA PROCESSING PARTICULARS

This Part 2 this Schedule 10 (Call-Off Processing of Personal Data) sets out the data processing particulars to be completed by the Controller, who may take account of the view of the Processor(s), however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1.1 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.2 Any such further instructions shall be incorporated into this schedule of data processing particulars.

Description	Details
Data mapping	[REDACTED]