

MINUTE OF AGREEMENT

between

THE SECRETARY OF STATE FOR SCOTLAND, acting through the Scottish Prison Service, Calton House, 5 Redheughs Rigg, Edinburgh EH12 9HW

and

THE CONTRACTOR**50. CONFIDENTIAL INFORMATION**

50.5. At the end of the Contract Period, the Contractor shall ensure that all documents in its possession, custody or control, which contain information relating to any Prisoner who is or has been detained at the Prison, and any such documents in the possession, custody or control of a Sub-contractor, are delivered to the Authority. Any rights which the Contractor may have in the said documents are hereby assigned to the Authority with effect from the end of the Contract Period.

57. DATA PROTECTION

57.1. The Contractor shall not disclose or allow access to any Personal Data provided by the Authority, or acquired by the Contractor during the course of executing his obligations under the Contract, other than to a person employed or engaged by the Contractor or Sub-contractor.

57.2. Any disclosure or access to Personal Data allowed under Clause 57.1 shall be made in confidence and shall extend only so far as necessary for the purpose of the performance of the Contract.

57.3. The Contractor shall fully indemnify the Authority against the costs of dealing with any civil claims made against him in respect of information subject to the Data Protection Act 1984, which claims would not have arisen but for any act, omission or negligence on the part of the Contractor, his servants or agents.

This is Schedule D to the Minute of Agreement between The Secretary of State for Scotland and the Contractor

SCHEDULE D: PART 1

OPERATIONAL REQUIREMENTS

2. STATUTORY PROVISION

2.2 Authority Prison Policy and Directions

Changes to the Authority's policy or procedures are communicated through a system of Circular Instructions from the Authority to Governors and/or changes to Standing Orders by the Authority.

The Authority shall determine the extent to which policy and procedural developments or changes apply to the Contractor. Where required by the Authority, the Contractor shall comply with any such policy and procedural developments or changes. If appropriate, a Notice of Change shall be issued by the Authority in accordance with the Contract. The Contractor shall satisfy the Controller that the necessary action(s) have been taken.