



## Data Processing Agreement

Dental Practice :	(Insert name)	
Version:	1	
Dated:	[Insert date]	

## 1 Parties to the Agreement

The Controller: (insert dental practice name and address)]

The Processor: **Preston Dental Laboratory**  
**243B Torquay Road**  
**Paignton**  
**TQ3 2HL**

## 2 Scope and Roles

- 2.1 This agreement applies to the processing of Personal Data, within the scope of the GDPR, by the Processor on behalf of the Controller.
- 2.2 For purposes of this agreement, [Controller Name] and Preston Dental Laboratory agree that [Controller Name] is the Controller of the Personal Data and Preston Dental Laboratory is the Processor of such data. In the case where [Controller Name] acts as a Processor of Personal Data on behalf of a third party, Preston Dental Laboratory shall be deemed to be a Sub-Processor.
- 2.3 These Terms do not apply where Preston Dental Laboratory is a Controller of Personal Data.

## 3 Definitions

- 3.1 For the purposes of this Agreement, the following definitions shall apply:

Agreement	This data processing agreement
GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)
Personal Data	means that data, meeting the definition of “personal data” as defined in Article 4 of the GDPR, that is provided by [Controller Name] to Preston Dental Laboratory in order to perform the processing as defined in Schedule 1 of this Agreement.
Sub-Processor	means a natural or legal person, public authority, agency or body other than the data subject, Controller and Processor who, under the direct authority of the Processor, are authorised to process Personal Data for which [Controller Name] is the

## Controller

Terms used but not defined in this Data Processing Agreement (e.g., “processing”, “controller”, “processor”, “data subject”) shall have the same meaning as in Article 4 of the GDPR.

## 4 The Processing

- 4.1 The subject matter, duration, nature and purpose of the Processing, and the types of Personal Data and categories of data subjects shall be as defined in Schedule 1 of this Agreement.

## 5 Obligations and rights of the controller

- 5.1 Taking into account the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, the Controller shall implement appropriate technical and organisational measures to ensure and to be able to demonstrate that Processing is performed in accordance with the GDPR. Those measures shall be reviewed and updated where necessary.
- 5.2 Where proportionate in relation to Processing activities, the measures referred to in paragraph 5.1 shall include the implementation of appropriate data protection policies by the Controller.
- 5.3 The Controller shall implement appropriate technical and organisational measures for ensuring that, by default, only Personal Data which are necessary for each specific purpose of the Processing are processed. That obligation applies to the amount of Personal Data collected, the extent of their Processing, the period of their storage and their accessibility. In particular, such measures shall ensure that by default Personal Data are not made accessible without the individual's intervention to an indefinite number of natural persons.

## 6 Obligations of the Processor

- 6.1 The Processor shall:
- 6.1.1 process the Personal Data only on documented instructions from the Controller;
- 6.1.2 ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 6.1.3 take all measures required pursuant to Article 32 of the GDPR, namely to implement appropriate technical and organisational measures to ensure a

level of security appropriate to the risk to the rights and freedoms of natural persons including, as a minimum, the measures set out in Schedule 2 of this Agreement;

- 6.1.4 respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another Processor, namely that the Processor may not engage another Processor (Sub-Processor) without the prior authorisation of the Controller. Those Sub-Processors that are authorised by the Controller at the date of this agreement are listed in Schedule 3. In cases where another Processor is engaged, the Sub-Processor must be subject to the same contractual terms as described in this Agreement;
- 6.1.5 assist the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- 6.1.6 assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, relating to security of Processing, Personal Data Breaches and data protection impact assessments;
- 6.1.7 at the choice of the Controller, delete or return all the Personal Data to the Controller after the end of the provision of services relating to Processing, and delete existing copies unless applicable law requires storage of the Personal Data;
- 6.1.8 make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller;

## **7 Duration and Applicable Law**

- 7.1 This Agreement shall continue in effect for so long as the Processor is processing Personal Data on behalf of the Controller.
- 7.2 This Agreement shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

## 8 Signatures

Signed for and on behalf of [Controller Name]:

<b>Signature</b>	
<b>Name</b>	
<b>Title</b>	
<b>Date</b>	

Signed for and on behalf of [Processor Name]:

<b>Signature</b>	
<b>Name</b>	
<b>Title</b>	
<b>Date</b>	

## SCHEDULE 1 – Description of the Processing

<b>Subject matter and duration of the Processing</b>	Preston Dental Laboratory provides custom made appliances in accordance with information provided by a prescription from a Dental Practice and may need to process personal data to deliver those services.
<b>Nature and purpose of the Processing</b>	<p>Upon receipt of work in the Laboratory each job is given a unique job number with only the patient name or randomly generated patient number recorded within our booking system for tracking and management purposes.</p> <p>Any further information supplied by the controller can be added at this stage if relevant.</p> <p>Supplied copies of photos will be stored in the work tray and returned with the completed prosthesis.</p>
<b>Type of Personal Data and categories of data subjects</b>	<p>The return of completed work may be returned by hand, post, courier or collection. All work will be wrapped in accordance with DAMAS regulations with a Delivery Note.</p> <p>The following information will be displayed on the Delivery Note:-</p> <ol style="list-style-type: none"> <li>1. All of Preston Dental Laboratory contact information</li> <li>2. Despatch Date</li> <li>3. Delivery Address</li> <li>4. Customer Name</li> <li>5. Order Date</li> <li>6. Job Number</li> <li>7. Patient Name/or Identification Number</li> <li>8. Description of work supplied</li> <li>9. Medical Devices Statement</li> </ol>

**Preston Dental Laboratory** is third party audited under the Dental Laboratories Association, Dental Appliance Manufacturers Audit System (DAMAS) management system specification - issue 7.

## **SCHEDULE 2 – Technical and Organisational Measures**

The following security measures shall be implemented by the Processor, as a minimum:

Preston Dental Laboratory will only process data that is received directly from dental surgeries, the **Data Controller**.

No data is specifically required in the majority of most cases. Generated patient case numbers are often adequate and acceptable. The information supplied by the **Data Controller** will be entered into our manual booking system for the sole purpose of job identification.

This data will remain on the laboratory prescription and stored in a secure manner for a period of five years as per DAMAS and legal requirements. After this period prescriptions are destroyed using shredders.

### **SCHEDULE 3 – Sub-Processors**

As at the date of this agreement, the Sub-Processors we use have been notified by the Processor to the Controller with respect to the Processing: