

# **Data Processing Agreement IW DENTAL LABORATORY**

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| <b>Document Ref.</b> |                    |
| <b>Version:</b>      | <b>1</b>           |
| <b>Dated:</b>        | <b>16 May 2018</b> |

## 1 Parties to the Agreement

The Controller: .....

The Processor: IW Dental laboratory, Unit 8, Samara Business Park,  
Newton Abbot Devon TQ12 6TR

## 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 with.....and IW Dental Laboratory agree that..... is the Controller of the Personal Data and IW Dental laboratory is the Processor of such data. In the case where..... acts as a Processor of Personal Data on behalf of a third party, IW Dental laboratory shall be deemed to be a Sub-Processor.
- 2.3 These Terms do not apply where IW 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 [Processor Name] 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


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## 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>      | Ian Woolley   |
| <b>Title</b>     | Director/Owner IWDENTAL   |
| <b>Date</b>      | 16 May 2018   |

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**SCHEDULE 1 – Description of the Processing**

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|---|--|
| <p><b>Subject matter and duration of the Processing</b></p>         | <p>IW Dental Laboratory produces custom made dental appliances based on the prescription provided by the Controller. When the work is received in the Laboratory a unique job number is created on our Dental Lab software and the Patient name is recorded along with this on the Lab software. This is used to track and then invoice the work while in the Laboratory. The invoice will be used to return the work to the Surgery by post, courier or by hand. The invoice will display the job number, patient number, patient name, return address and laboratory address. The invoice will also have a brief description of the work carried out. It will also contain a patient statement in accordance with GDC.</p> |
| <p><b>Nature and purpose of the Processing</b></p>                  | <p>To carry out the instructions as per the prescription supplied by the Controller.</p>   |
| <p><b>Type of Personal Data and categories of data subjects</b></p> | <p>Patient name or number as supplied by the controller and any instructions and images provided by the controller to carry out the work.</p>  |

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

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

All data information is stored under password protection on our dental lab system, and only authorised personal have access and are subject to a duty of confidence.

We the processor agree that, any personal data supplied to us will not be disclosed to a third party and will only be used for the construction of the custom made appliance.

## **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: