

# DATA SHARING AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Parties Information:

Disclosing Party (Data Provider): \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Receiving Party (Data Recipient): \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Information: \_\_\_\_\_

## Clause 1 – Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings: "Data" means all information, documents, and materials provided by the Disclosing Party to the Receiving Party under this Agreement. "Purpose" means the specific use or analysis defined in Clause 2.

## Clause 2 – Purpose of Data Sharing

The Disclosing Party agrees to share, and the Receiving Party agrees to use, the Data solely for the Purpose agreed between the parties. The Receiving Party shall not use the Data for any other purpose without prior written consent.

## Clause 3 – Data Protection and Confidentiality

The Receiving Party shall keep the Data confidential and shall not disclose it to any third party except as permitted by this Agreement or required by law. Both parties shall comply with all applicable data protection legislation, including the UK Data Protection Act 2018 and the UK GDPR.

## Clause 4 – Intellectual Property Rights

All Intellectual Property Rights in the Data shall remain the sole property of the Disclosing Party. No licence or other rights are granted except as expressly set out in this Agreement.

## Clause 5 – Data Security

The Receiving Party shall implement appropriate technical and organisational measures to protect the Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure.

## Clause 6 – Data Retention and Return or Destruction

The Receiving Party shall not retain the Data longer than necessary for the Purpose. Upon termination or expiry of this Agreement, the Receiving Party shall return to the Disclosing Party or securely destroy all copies of the Data, as instructed by the Disclosing Party.

## Clause 7 – Compliance with Law

Each party shall comply with all applicable laws and regulations in relation to its performance under this Agreement.

## Clause 8 – Liability

Each party's liability under this Agreement shall be subject to any limitations or exclusions permitted by law. Neither party shall be liable for indirect, incidental, or consequential losses arising out of or in connection with this Agreement.

**Clause 9 – Term and Termination**

This Agreement shall remain in force until terminated by either party giving written notice to the other. Termination shall not affect any rights or obligations accrued prior to termination.

**Clause 10 – Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute arising under or in connection with this Agreement.

**Clause 11 – Notices**

Any notice to be given under this Agreement shall be in writing and shall be delivered by hand, by pre-paid first-class post, or by email to the addresses set out in this Agreement or as otherwise notified in writing.

**Clause 12 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes any prior agreements, understandings, or arrangements.

**Clause 13 – Amendments**

No amendment to this Agreement shall be effective unless it is in writing and signed by authorised representatives of both parties.

**Clause 14 – Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

**Clause 15 – Waiver**

Failure or delay by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other rights.

**Clause 16 – Assignment**

Neither party shall assign, transfer, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other party.

**Clause 17 – Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all the counterparts shall together constitute one and the same instrument.

**Clause 18 – Data Subject Rights**

The Receiving Party shall assist the Disclosing Party in responding to any requests from data subjects exercising their rights under applicable data protection laws.

**Clause 19 – Breach and Remedies**

Any breach of this Agreement may result in immediate termination and may entitle the non-breaching party to seek all remedies available at law or in equity.

**Clause 20 – Signatures**

The parties have executed this Agreement as of the date first written above.

**DISCLOSING PARTY SIGNATURE**

**RECEIVING PARTY SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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