

# DATA SHARING AGREEMENT

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This Data Sharing Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PARTY A LEGAL NAME], a [STATE/COUNTRY] [ENTITY TYPE] with its principal place of business at [PARTY A ADDRESS] ("**Discloser**"); and

[PARTY B LEGAL NAME], a [STATE/COUNTRY] [ENTITY TYPE] with its principal place of business at [PARTY B ADDRESS] ("**Recipient**").

Discloser and Recipient are each a "**Party**" and together the "**Parties**." Where both Parties contribute and receive data, each is both a Discloser and a Recipient with respect to the data it shares and receives.

**Recitals.** The Parties wish to share certain data with one another for the limited purposes described in this Agreement, while protecting the data and complying with Applicable Data Protection Law. This Agreement sets out the terms on which the Parties will share, use, secure, and dispose of the shared data. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Definitions and Purpose

**1.1 Shared Data.** "**Shared Data**" means the data described in **Schedule A** that one Party discloses to the other under this Agreement, including any Personal Data within that data.

**1.2 Personal Data and Applicable Data Protection Law.** "**Personal Data**" means information relating to an identified or identifiable individual. "**Applicable Data Protection Law**" means the privacy and data-protection laws that apply to the sharing and use of Shared Data under this Agreement.

**1.3 Permitted Purpose.** "**Permitted Purpose**" means the specific purpose for which Shared Data may be used, as set out in **Schedule A**. The Recipient will use Shared Data only for the Permitted Purpose.

**1.4 Roles.** The Parties acknowledge that each acts as an independent controller of the Shared Data it receives, unless **Schedule A** states a different relationship. Each Party determines the purposes and means of its own Processing of Shared Data, subject to the limits in this Agreement.

## 2. Scope and Description of Sharing

**2.1 What is shared.** Each Party will share only the categories of Shared Data identified in **Schedule A**, in the format, frequency, and method of transfer described there.

**2.2 Data minimization.** Each Party will share only the Shared Data that is adequate, relevant, and limited to what is necessary for the Permitted Purpose, and will not share Sensitive Information unless **Schedule A** expressly permits it.

**2.3 Accuracy.** Each Party will take reasonable steps to ensure the Shared Data it discloses is accurate and, where relevant, kept up to date, and will promptly inform the other Party of any inaccuracy it discovers that the other Party must correct.

**2.4 Lawful basis.** Each Party represents that it has a lawful basis to share the Shared Data it discloses and has provided any notices and obtained any consents required under Applicable Data Protection Law for that sharing and the Permitted Purpose.

### 3. Permitted Use and Restrictions

**3.1 Use limited to Permitted Purpose.** The Recipient will use Shared Data only for the Permitted Purpose and will not use it for any other purpose, including its own marketing, profiling, or product development, without the Discloser's prior written consent.

**3.2 No onward disclosure.** The Recipient will not disclose Shared Data to any third party except: (a) to its personnel and professional advisors who need it for the Permitted Purpose and are bound by confidentiality obligations; (b) to sub-processors engaged under Section 4; or (c) as required by law under Section 3.4.

**3.3 No re-identification.** Where Shared Data has been de-identified or aggregated, the Recipient will not attempt to re-identify any individual or link the data to other data to identify an individual.

**3.4 Compelled disclosure.** If the Recipient is required by law or legal process to disclose Shared Data, it will, where legally permitted, give the Discloser prompt written notice and reasonable cooperation to seek protective treatment.

### 4. Security and Sub-Processors

**4.1 Security measures.** Each Party will implement and maintain appropriate technical and organizational measures to protect Shared Data against unauthorized access, use, alteration, loss, and destruction, consistent with the sensitivity of the data and the requirements of Applicable Data Protection Law.

**4.2 Personnel.** Each Party will ensure that its personnel with access to Shared Data are subject to confidentiality obligations and are trained in their data-protection responsibilities.

**4.3 Sub-processors.** A Party may engage sub-processors to process Shared Data for the Permitted Purpose only under a written contract imposing data-protection obligations no less protective than those in this Agreement, and remains responsible for its sub-processors' acts and omissions.

### 5. Data Subject Rights and Cooperation

**5.1 Requests.** Each Party will provide the other with reasonable cooperation and assistance needed to respond to requests from individuals to exercise their rights under Applicable Data Protection Law with respect to the Shared Data.

**5.2 Notices and complaints.** Each Party will promptly inform the other of any complaint, regulatory inquiry, or request from a Supervisory Authority that relates to the Shared Data or the sharing under this Agreement, and will cooperate in responding.

### 6. Breach Notification

**6.1 Notice.** A Party will notify the other Party without undue delay, and in any event within [NUMBER, e.g. 48 / 72] hours, after becoming aware of any breach of security affecting Shared Data it holds.

6.2 **Information and mitigation.** The notifying Party will provide reasonable detail about the breach, take reasonable steps to mitigate its effects, and cooperate with the other Party in meeting any notification or remediation obligations.

7. **Term, Return, and Deletion**

7.1 **Term.** This Agreement begins on the Effective Date and continues until terminated under Section 8 or until the Permitted Purpose is fulfilled, whichever is earlier.

7.2 **Return or deletion.** On termination or expiry, or on the Discloser's earlier written request, the Recipient will return or securely delete the Shared Data and any copies, except for copies required to be retained by law or held in routine backups, which remain subject to this Agreement until deleted.

7.3 **Certification.** On request, the Recipient will certify in writing that it has complied with its return and deletion obligations.

8. **Liability, Indemnity, and General Provisions**

8.1 **Liability.** Each Party is responsible for its own compliance with Applicable Data Protection Law in relation to the Shared Data and for any failure to meet its obligations under this Agreement. [OPTIONAL: liability cap and exclusion of indirect damages — discuss with counsel.]

8.2 **Indemnity.** Each Party will indemnify the other against losses arising from that Party's breach of this Agreement or of Applicable Data Protection Law in relation to the Shared Data, subject to any limitations the Parties agree.

8.3 **Governing law and venue.** This Agreement is governed by the laws of [STATE/COUNTRY], without regard to conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the courts located in [COUNTY, STATE / COUNTRY], except where Applicable Data Protection Law requires otherwise.

8.4 **Entire agreement; amendment.** This Agreement, including its Schedules, is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

8.5 **Severability, waiver, counterparts.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver. This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DISCLOSER (PARTY A)

RECIPIENT (PARTY B)

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

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

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE]

Title: [TITLE]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule A — Description of Data Sharing

- Shared Data (categories): [DESCRIBE] - Permitted Purpose: [DESCRIBE] - Direction of sharing: [A→B / B→A / mutual] - Relationship of Parties: [independent controllers / joint controllers / other] - Format and transfer method: [DESCRIBE] - Frequency of sharing: [one-time / periodic / ongoing] - Retention period: [DESCRIBE] - Sensitive Information included: [yes (specify) / no]

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