

# DATA SHARING AGREEMENT

Parties: \_\_\_\_\_

## Disclosing Party Information:

Full Legal Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Email and Phone: \_\_\_\_\_

## Receiving Party Information:

Full Legal Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Email and Phone: \_\_\_\_\_

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all data and information, whether oral or written, disclosed by the Disclosing Party to the Receiving Party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

## 2. Purpose of Disclosure

The Receiving Party agrees to use the Confidential Information solely for the purpose of evaluating, negotiating, or pursuing a business relationship or project as mutually agreed upon by the Parties.

## 3. Non-Disclosure and Non-Use Obligations

The Receiving Party shall hold and maintain the Confidential Information in strict confidence, shall not disclose it to any third party without prior written consent of the Disclosing Party, and shall not use it for any purpose other than the Purpose without the Disclosing Party's prior written consent.

## 4. Permitted Disclosures

The Receiving Party may disclose Confidential Information to its employees, agents, or representatives who have a strict need to know, provided that such persons are bound by confidentiality obligations no less restrictive than those contained herein.

## 5. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault of the Receiving Party; (b) was in the Receiving Party's possession prior to receipt from the Disclosing Party; (c) is rightfully received from a third party without breach of any obligation of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

## 6. Return or Destruction of Materials

Upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials embodying Confidential Information and certify such return or destruction in writing.

#### **7. No License or Ownership Rights**

Nothing in this Agreement shall be construed as granting any license or ownership rights under any patent, trademark, copyright, or other intellectual property right by implication, estoppel, or otherwise.

#### **8. Term**

This Agreement shall commence on the date of execution and continue until terminated by either Party upon thirty (30) days prior written notice. The confidentiality obligations shall survive termination for a period of five (5) years thereafter.

#### **9. Remedies**

The Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Disclosing Party for which damages may be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and any other remedies available at law or equity in the event of any breach or threatened breach of this Agreement.

#### **10. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of \_\_\_\_\_, without regard to its conflict of law provisions. The Parties consent to the exclusive jurisdiction of state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_ for any disputes arising under or related to this Agreement.

#### **11. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, understandings, or representations. Any amendments or modifications must be in writing and signed by both Parties.

#### **12. Severability**

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

#### **13. No Waiver**

No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right or any other rights.

**DISCLOSING PARTY SIGNATURE**

**RECEIVING PARTY SIGNATURE**

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

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

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