

DATA SHARING AGREEMENT

Location: _____ Effective Date: _____

Parties:

Disclosing Party: _____

Receiving Party: _____

Definitions:

“Confidential Information” means any data or information disclosed by the Disclosing Party to the Receiving Party, whether orally or in writing, 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. Confidential Information includes, without limitation, business plans, customer data, technical data, trade secrets, know-how, and other proprietary information.

Purpose:

The purpose of this Agreement is to establish the terms and conditions under which the Disclosing Party will share Confidential Information with the Receiving Party to facilitate collaboration and data exchange, subject to the terms herein.

1. Confidentiality Obligations

The Receiving Party shall maintain all Confidential Information in strict confidence, shall not disclose it to any third party without prior written consent from the Disclosing Party, and shall use the Confidential Information solely for the Purpose stated in this Agreement.

2. Permitted Disclosures

The Receiving Party may disclose Confidential Information to its employees, contractors, or affiliates who have a legitimate need to know, provided they are bound by confidentiality obligations at least as restrictive as those in this Agreement.

3. Exclusions

Confidential Information does not include information that (a) is or becomes publicly known through no breach of this Agreement; (b) is received from a third party without breach of any obligation to the Disclosing Party; (c) was known to the Receiving Party prior to disclosure; or (d) is independently developed by the Receiving Party without use of or reference to Confidential Information.

4. Data Security

The Receiving Party agrees to implement and maintain reasonable security measures to protect Confidential Information from unauthorized access, use, or disclosure, in accordance with applicable Australian privacy and data protection laws.

5. Intellectual Property Rights

Nothing in this Agreement grants any rights, by license or otherwise, to the Receiving Party in or to the Disclosing Party's Confidential Information or intellectual property except as expressly set forth herein.

6. Compliance with Laws

Both parties shall comply with all applicable Australian laws and regulations regarding data privacy, data protection, and confidentiality in relation to the Confidential Information.

7. Term and Termination

This Agreement shall commence on the Effective Date and continue until terminated by either party upon thirty (30) days written notice. The Receiving Party's obligations with respect to Confidential Information shall survive termination for a period of five (5) years.

8. Return or Destruction

Upon termination or upon request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information, including all copies and summaries thereof, and certify such return or destruction in writing.

9. No Warranties

All Confidential Information is provided "AS IS" without any warranty, express or implied, as to its accuracy or completeness.

10. Limitation of Liability

Neither party shall be liable for any indirect, incidental, consequential, or punitive damages arising out of this Agreement.

11. Governing Law and Jurisdiction

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

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements and understandings, whether written or oral.

13. Amendments

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

14. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

15. Waiver

Failure or delay by either party to enforce any right under this Agreement shall not constitute a waiver of such right.

16. Notices

All notices under this Agreement shall be in writing and sent by hand delivery, nationally recognized overnight courier, certified mail, or email to the addresses designated by the parties.

17. Counterparts

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

18. No Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of

the other party.

19. Relationship of Parties

Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the parties.

20. Force Majeure

Neither party shall be liable for failure to perform due to causes beyond its reasonable control, including acts of God, war, terrorism, or governmental action.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://legaltemplates-au.com/data-sharing-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://legaltemplates-au.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.