

DATA TRANSFER AGREEMENT

Parties: _____

Transferor Information:

Full Legal Name: _____

Address: _____

Contact Information: _____

Transferee Information:

Full Legal Name: _____

Address: _____

Contact Information: _____

Data Description:

Description of Data to be Transferred: _____

Format and Media: _____

Purpose of Transfer:

The Transferor agrees to provide and the Transferee agrees to receive the above-described data solely for the purpose of the Transferee's internal use in accordance with the terms and conditions set forth herein.

Transfer Terms and Conditions:

1. Transferor represents and warrants that it has all rights and authority to transfer the Data as described herein and that such Data does not infringe upon any third party's intellectual property rights.
2. The Data is provided "AS IS" without warranty of any kind, express or implied, including but not limited to warranties of accuracy, completeness, merchantability, or fitness for a particular purpose.
3. The Transferee shall use the Data only for the agreed purpose and shall not disclose, distribute, or sell the Data to any third parties without prior written consent of the Transferor.
4. The Transferee agrees to implement reasonable technical and organizational measures to protect the Data from unauthorized access, use, or disclosure.
5. Neither party shall be liable for incidental, consequential, or punitive damages arising from the use or inability to use the Data, except as required by law.

Confidentiality:

Both parties acknowledge that the Data and any related information may be confidential and proprietary. Each party agrees to keep such information confidential and to use it only as permitted by this Agreement. This obligation shall survive termination of this Agreement.

Data Protection and Privacy Compliance:

The parties shall comply with all applicable data protection and privacy laws, regulations, and rules in connection with the transfer, processing, and use of the Data under this Agreement.

Term and Termination:

This Agreement shall remain in effect until the Data is no longer used by the Transferee or until terminated by either party upon written notice. Upon termination, the Transferee shall cease using the Data and shall delete or return all copies of the Data in its possession.

Indemnification:

Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of this Agreement or any negligent or willful misconduct related to the Data transfer or use.

Limitation of Liability:

To the maximum extent permitted by law, neither party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Agreement, regardless of the cause of action.

Governing Law and Dispute Resolution:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____ for any disputes arising under this Agreement.

Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision reflecting the parties' intent.

Entire Agreement; Amendments:

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous communications and proposals, whether oral or written. Any modifications or amendments must be in writing and signed by both parties.

No Waiver:

No failure or delay by either party in exercising any right hereunder shall operate as a waiver of such right or any other rights.

Counterparts and Electronic Signatures:

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

TRANSFEROR'S SIGNATURE

TRANSFeree'S SIGNATURE

Signature: _____

Signature: _____

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