

Data Sharing Agreement Template

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<p>Introduction</p>	<p>A DSA is similar to an MOU, but focuses specifically on meeting mandatory requirements of Data Protection Legislation (such as EU or UK GDPR regimes) to ensure personal data is handled securely and lawfully.</p> <p>This Data Sharing Agreement (DSA) Template has been drafted as a more informal letter of agreement with attached terms and conditions. It may be more appropriate to have a more formally noted data sharing agreement in place but that will depend on the circumstances. The DSA is intended for use in Stage 2 of an experiment to establish legal conditions for the sharing and processing of personal data.</p>
<p>How to use this template</p>	<p>To use this template, download/open and save a copy for your personal use.</p> <p>Add content by clicking on the bracketed items and writing specific details regarding the nature, duration, and purpose of the data processing required for your project.</p> <p><u>For the avoidance of doubt, this DSA template is provided to assist your thinking. It is provided in good faith, however, we make no representation or warranty, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information. It does not constitute legal advice nor is it meant to be a replacement for any such independent, organisation-specific legal advice. Any such advice will vary depending on your location and the prevailing legal regime. The publisher disclaims, to the fullest extent permitted by law, all and any liability howsoever arising from use of this DSA template.</u></p>
<p>Key terms</p>	<p>Data Protection Legislation: The set of applicable laws and regulations (e.g., GDPR, Data Protection Act 2018 or any other local variation) that govern how personal data must be collected, processed and protected.</p> <p>Personal Data: Any information relating to an identified or identifiable individual shared between parties under the agreement.</p> <p>Controller: The entity that determines the purposes and means of the processing of personal data .</p> <p>Processor: The entity that processes personal data on behalf of the controller (typically the research team in this context) .</p> <p>Technical and Organisational Measures: Security steps (e.g., encryption, access controls) taken to protect data from unauthorized access, accidental loss, or damage.</p>
<p>Version</p>	<p>1.1 (23/02/2026)</p>

[Organisation name]

[Address Line 1]

[Address Line 2]

[City, Country]

[Postcode]

[Date]

Dear [Contact Name],

DATA SHARING TERMS

We are delighted that we are collaborating on the [Project Name] (the “project”).

As part of this project, we are expecting you will have access to, and make use of, “Personal Data”, as follows:

Subject-matter of the processing	<ul style="list-style-type: none"> - Delivery of joint project activities - Data processing on the part of [Research Organisation] to support the analysis of [Partner Organisation and Programme] results.
Duration of the processing	[Start date (MM/YYYY)] - [End date (MM/YYYY)]
Nature and purpose of the processing	<ul style="list-style-type: none"> - Support with advanced analysis of [Organisation] programme data ([list range of statistical methods]), requires full access to the [Partner Organisation] data, including personal data to ensure that the comparisons are correct, [additional context, e.g. the data is filled per hand at origin and prone to errors, so data cleaning is required].
Type(s) of Personal Data	[List personal data required, e.g. names, ID numbers]
Special category data	[List any special category data required]
Categories of data subjects	[Programme Name] as part of [Partner Organisation and Project]
Authorised Sub-Processors	You are authorised to disclose the Personal Data to:

	<p>[Additional team 1, e.g. members of Research Team based at another institution]</p> <p>[Additional team 2]</p>
Insert data processing instructions	<p>Personal data shall only be processed by members of the [Research Organisation] team in [Location 1] or [Location 2] and held securely.</p>

This letter agreement ("**Agreement**") sets out data sharing conditions to meet those requirements of the Data Protection Legislation as defined below).

This Agreement shall be effective from: [Date] (the "**Commencement Date**").

Please sign below and return to us a copy of this letter, or confirm your agreement to its terms in an email.

Yours sincerely

[Name]

[Organisation]

I agree to the terms of this letter, including (without limitation) the data sharing conditions for and on behalf of [Research Organisation].

Name:		Signature:	
Position:		Date:	

Data Sharing Conditions

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement:

1.1 Definitions:

1.1.1 "**Confidential Information**" means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, finances, properties, assets, trading practices, developments, trade secrets, intellectual property rights, know-how, personnel, and the customers of [Research Organisation] or you (as the case may be) and all personal data and sensitive personal data within the meaning of the Data Protection Legislation (as defined below);

1.1.2 "**Data Protection Legislation**" means (i) Applicable Data Protection Rules in [jurisdiction, e.g. country] (ii) [broad data protection regulations, e.g. the EU General Data Protection Regulation (2016/679) ("GDPR")]; and any implementing laws in [jurisdiction(s), e.g. EU member states]; (iii) [national applications of implementing laws, e.g. the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection Privacy and Electronic Communications (amendments etc) (EU Exit) Regulations 2019 ("UK GDPR"), together with the Data Protection Act 2018 and the Data Use and Access Act 2025]; (iii) [additional regulations, e.g. the Privacy and Electronic Communications (EC Directive) Regulations 2003]; (vi) any successor or equivalent legislation to the foregoing; and (v) all other applicable laws, regulations, codes of practice and regulatory guidance relating to data protection and privacy;

1.1.3 "**Personal Data**" means any personal data shared by us with you under this Agreement; and

1.1.4 "**controller**", "**data subject**", "**personal data**", "**personal data breach**", "**process**", "**processor**" and "**supervisory authority**" shall have the meanings given to those terms in the Data Protection Legislation.

1.2 Clause headings shall not affect the interpretation of this Agreement.

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.4 Any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 In this Agreement, in circumstances where the [data protection regulation, e.g. UK GDPR] applies, references to the [data protection regulation, e.g. GDPR] and its provisions will be construed as references to the [specific national application, e.g. UK GDPR] and its corresponding provisions, and references to [laws in broad jurisdiction, e.g. "EU or Member State laws"] shall be construed as references to [laws in specific jurisdiction, e.g. UK laws].

2. Your obligations

2.1 In the event that you are required to process any Personal Data on our behalf in connection with this Agreement, you shall comply with the provisions of this Agreement and all relevant Data Protection Legislation and policies notified to you by us from time to time. In respect of such processing the parties agree that the nature and extent of the data processing shall be as set out in this Agreement and as may be updated by the parties in writing from time to time.

2.2 In relation to such processing, you shall:

2.2.1 only process the Personal Data to the extent, and in such a manner, as is necessary for the purposes of this Agreement and in accordance with our documented instructions as set out in this Agreement or in our written instructions from time to time; including ceasing processing at any time and/or deleting or returning all Personal Data, and immediately inform us if, in your opinion, an instruction infringes the Data Protection Legislation;

2.2.2 ensure the reliability of your team (if any) and provide adequate training to ensure their compliance with Data Protection Legislation and ensure that the your team have committed to appropriate confidentiality obligations;

2.2.3 notwithstanding any other provision of this Agreement, not engage another processor or allow access to the Personal Data to any third party without our prior specific written authorisation, and in any event that we provide authorisation, you shall remain wholly liable and responsible at all times for the acts and omissions of any such processor or third party and shall procure that the processor is subject to equivalent data protection and confidentiality obligations under a written agreement, as those imposed on you under this Agreement. The sub-processors set out on the first page of this Agreement are hereby authorised by us.

2.3 You shall:

2.3.1 implement and maintain appropriate technical and organisational measures in relation to the processing to ensure that the processing will meet the requirements of the Data Protection Legislation, and to assist us to comply with our obligations to respond to data subjects requests; such measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

2.3.2 provide such assistance, co-operation and information as we require within timescales provided by us to enable us to ensure compliance with the Data Protection Legislation including with respect to:

- (i) security of processing; and
- (ii) data protection impact assessments; and
- (iii) consultation with the supervisory authority; and
- (iv) any actions to be taken in respect of Personal Data breaches; and
- (v) responding to data subject rights requests; and

- (vi) demonstrating your compliance with this Agreement and Data Protection Legislation, including permitting and contributing to audits, including inspections, conducted by us or the supervising authority or an auditor appointed by us;
- 2.3.3 securely delete or return all the Personal Data to us and securely delete any additional copies promptly and in any event within [time limit, e.g. 10 days] after the end of the provision of Personal Data processing services or termination of this Agreement or at any other time upon our written instructions, unless otherwise required by European Union laws or the laws of the European jurisdiction in which you process the Personal Data;
 - 2.3.4 maintain an accurate and up to date written record of all processing activities carried out on our behalf, containing the information required by the Data Protection Legislation, and make the record available to us and/or our representatives upon request.
- 2.4 We acknowledge that clause 2.2.1 shall not apply to the extent that you are required by law to process the Personal data other than in accordance with our instructions and you acknowledge that, in such a case, you must promptly inform us of the relevant legal requirement prior to processing (unless the law prohibits the provision of such information on important grounds of public interest).
 - 2.5 In the event that you are responsible for the collection of the Personal Data to be processed by or on our behalf in connection with this Agreement you warrant that that all relevant data subjects have been given all information required under the Data Protection Legislation for such Personal Data to be processed lawfully by or on our behalf for such purposes.
 - 2.6 You shall notify us without undue delay (and in any event within [time limit, e.g. 24 hours]) after you receive a request from a data subject to exercise any data subject right in relation to the Personal Data under the Data Protection Legislation. You shall not respond to any requests from data subjects or third parties without our prior written approval.
 - 2.7 You shall notify us without undue delay (and in any event within [time limit, e.g. 24 hours]) if you become aware of a suspected or actual personal data breach or complaint in relation to the Personal Data, and shall undertake such actions reasonably required by us in order to:
 - 2.7.1 remedy any defect or potential breach of your obligations, and
 - 2.7.2 prevent a similar breach in the future.
 - 2.8 You shall not without our prior written consent process Personal Data outside the [jurisdictions, e.g. UK, Switzerland and the European Economic Area Member States], and shall not transfer Personal Data outside of this region. Where we provide prior written consent to such processing, you must implement, where required by applicable Data Protection Legislation, a lawful transfer mechanism for the transfer of the Personal Data.
 - 2.9 The provisions of this clause 2 shall survive termination of this Agreement.
- 3. **Confidentiality**
 - 3.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not include information that:

- 3.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 3.1.2 was in the other party's lawful possession before the disclosure;
 - 3.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 3.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - 3.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 3.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 3.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 3.4 This clause 3 shall survive termination of this Agreement.

4. **Term and Termination**

- 4.1 This Agreement shall commence on the Commencement Date and shall continue for the duration of the processing (as set out in this Agreement), unless terminated earlier in accordance with this clause 4.
- 4.2 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may at any time terminate this Agreement with immediate effect by giving written notice to the other party if:
- 4.2.1 the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of [time limit, e.g. 30 days] after being notified in writing to do so;
 - 4.2.2 an order is made or a resolution is passed for the winding-up of the other party or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the other party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or administrative receiver or which entitle the court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or
 - 4.2.3 the other party ceases, or threatens to cease, to carry on business.
- 4.3 Notwithstanding anything to the contrary elsewhere in this Agreement, we shall be entitled to terminate this Agreement (i) by serving not less than [time limit, e.g. 28 days] written notice on you; or (ii) at the same time as any other related agreement in place between you and us.
- 4.4 On termination or expiry of this Agreement for any reason:

- 4.4.1 each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party including any Confidential Information;
- 4.4.2 you shall, at our option, promptly destroy, delete or return to [Organisation] all Personal Data you have been processing under this Agreement, and delete existing copies of such Personal Data except to the extent you are required to retain a copy the Personal Data by law; and
- 4.4.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

5. General

- 5.1 You shall not, without our prior written consent, sub-contract, assign, transfer, charge or deal in any other manner with all or any of your rights or obligations under this Agreement.
- 5.2 No variation of this Agreement shall be effective unless it is in writing and signed by a duly authorised representative from each party.
- 5.3 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 5.4 This Agreement does not create any rights or benefits enforceable by any person not a party to it.
- 5.5 This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. However, nothing in this clause 4.55.5 shall operate to limit or exclude either party's liability for fraudulent misrepresentation.
- 5.6 Notice given under this Agreement shall be in writing, sent for the attention of the person, and to the address, given on the front page of this Agreement (or such other address or person as the relevant party may notify to the other party) and shall be delivered either personally, by courier, or by recorded delivery. A notice is deemed to have been received on signature of a delivery receipt by an individual at the correct address for notices.
- 5.7 This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter (a "Claim"), shall be governed by, and construed in accordance with, the laws of [jurisdiction, e.g. England and Wales] and the parties agree irrevocably that the courts of [jurisdiction, e.g. England and Wales] shall have exclusive jurisdiction to settle any Claim.