# Data Sourcing Agreement

Project Name: [Insert Project Name]

Date: [Insert Date]

Version: [Insert Version Number]

**1. Introduction**

This Data Sourcing Agreement outlines the terms, conditions, and compliance requirements for sourcing data for the [Insert Project Name]. It establishes the legal and ethical framework for data acquisition, including data ownership, licensing, and the responsibilities of all parties involved. This agreement ensures that data is sourced in a manner consistent with organizational policies, regulatory requirements, and best practices.

**2. Purpose and Scope**

**2.1 Purpose**

The purpose of this Data Sourcing Agreement is to:

* Define the terms and conditions for acquiring and using data in the [Insert Project Name].
* Establish data ownership and licensing arrangements between the data provider and the organization.
* Ensure compliance with relevant legal, regulatory, and ethical standards during data acquisition and use.
* Outline the responsibilities of all parties involved in data sourcing and usage.

**2.2 Scope**

This agreement applies to all data sourcing activities for the [Insert Project Name], including data acquisition from external vendors, partners, and internal sources. It covers all forms of data, including structured, unstructured, and semi-structured data.

**3. Definitions**

* Data Provider: The entity or individual providing the data to be used in the [Insert Project Name].
* Data Recipient: The organization or project team responsible for receiving and using the data within the [Insert Project Name].
* Data Ownership: The legal rights and control over the data, including the ability to use, distribute, and modify the data.
* Licensing: The terms under which the data provider grants the data recipient the rights to use the data.

**4. Data Ownership and Licensing**

**4.1 Data Ownership**

* Ownership Rights: The data provider retains ownership of the data unless otherwise specified in this agreement. The data recipient acknowledges that the data provider holds all intellectual property rights, including copyright, trademarks, and trade secrets, associated with the data.
* Transfer of Ownership: If ownership of the data is to be transferred, the terms and conditions of such a transfer must be explicitly stated in this agreement. The data provider must agree to the transfer in writing, and all relevant documentation must be provided to the data recipient.

**4.2 Licensing Terms**

* License Grant: The data provider grants the data recipient a [non-exclusive/exclusive], [perpetual/limited-term] license to use the data for the purposes outlined in this agreement. The license includes the rights to access, process, and analyze the data as necessary for the [Insert Project Name].
* License Restrictions: The data recipient agrees to use the data solely for the purposes specified in this agreement. The data may not be sold, licensed, or otherwise transferred to third parties without the explicit written consent of the data provider.
* Sub-licensing: The data recipient may not grant sub-licenses to third parties unless expressly permitted in this agreement. Any sub-licensing arrangements must be approved by the data provider in writing.
* License Termination: The data provider reserves the right to terminate the license if the data recipient violates the terms of this agreement. Upon termination, the data recipient must cease all use of the data and return or destroy all copies of the data as directed by the data provider.

**5. Data Usage and Compliance**

**5.1 Permitted Use**

* Scope of Use: The data may only be used for the purposes outlined in this agreement and within the scope of the [Insert Project Name]. Any use of the data outside this scope requires prior written approval from the data provider.
* Compliance with Laws: The data recipient agrees to comply with all applicable laws and regulations related to data usage, including data protection and privacy laws (e.g., GDPR, CCPA). The data recipient must ensure that the data is used in a manner that respects individual privacy rights and does not result in unlawful discrimination or harm.
* Data Modification: The data recipient may modify or transform the data as necessary for the [Insert Project Name]. However, any such modifications must be documented, and the data provider must be informed of the nature and purpose of the modifications.

**5.2 Data Security**

* Security Measures: The data recipient must implement appropriate technical and organizational measures to protect the data from unauthorized access, use, or disclosure. This includes encryption, access controls, and regular security audits.
* Data Breach Notification: In the event of a data breach, the data recipient must notify the data provider within [Insert Timeframe] of becoming aware of the breach. The notification must include a description of the breach, the data affected, and the steps taken to mitigate the breach.
* Data Storage: The data must be stored in a secure environment that complies with industry best practices and relevant legal requirements. The data recipient is responsible for ensuring that all storage solutions meet these standards.

**6. Data Quality and Maintenance**

**6.1 Data Quality**

* Accuracy and Completeness: The data provider represents and warrants that the data provided is accurate, complete, and up-to-date to the best of their knowledge. The data recipient is responsible for verifying the quality of the data before use.
* Data Validation: The data recipient may perform data validation checks to ensure the accuracy and reliability of the data. Any discrepancies or errors identified during validation must be reported to the data provider promptly.

**6.2 Data Updates**

* Data Refresh: If the data requires regular updates or refreshes, the data provider agrees to provide these updates within the agreed-upon timeframe. The data recipient is responsible for incorporating these updates into the project as needed.
* Data Correction: If errors or inaccuracies are identified in the data after delivery, the data provider agrees to correct the data and provide the corrected version to the data recipient promptly.

**7. Confidentiality**

**7.1 Confidential Information**

* Definition: Confidential Information refers to any non-public information disclosed by either party in connection with this agreement, including the data itself, business practices, technical information, and any other proprietary information.
* Obligations: Both parties agree to maintain the confidentiality of all Confidential Information and to use it solely for the purposes outlined in this agreement. Confidential Information may not be disclosed to third parties without the prior written consent of the disclosing party.

**7.2 Exceptions**

* Public Domain: Confidential Information does not include information that is or becomes publicly available without breach of this agreement.
* Legal Requirements: If either party is required by law to disclose Confidential Information, they must notify the other party promptly and cooperate in seeking a protective order or other appropriate remedy.

**8. Term and Termination**

**8.1 Term**

* Agreement Term: This agreement shall commence on [Insert Start Date] and continue until [Insert End Date], unless terminated earlier in accordance with the terms of this agreement.

**8.2 Termination**

* Termination for Cause: Either party may terminate this agreement with immediate effect if the other party breaches any material term of this agreement and fails to remedy the breach within [Insert Cure Period] after receiving written notice.
* Termination for Convenience: Either party may terminate this agreement for convenience by providing [Insert Notice Period] written notice to the other party.
* Effect of Termination: Upon termination of this agreement, the data recipient must cease all use of the data and return or destroy all copies of the data as directed by the data provider. The data recipient must certify in writing that all data has been returned or destroyed.

**9. Indemnification and Liability**

**9.1 Indemnification**

* Data Provider Indemnity: The data provider agrees to indemnify, defend, and hold harmless the data recipient from and against any claims, damages, liabilities, and expenses arising out of the data provider's breach of this agreement or any representations or warranties.
* Data Recipient Indemnity: The data recipient agrees to indemnify, defend, and hold harmless the data provider from and against any claims, damages, liabilities, and expenses arising out of the data recipient's use of the data in violation of this agreement or applicable laws.

**9.2 Limitation of Liability**

* Liability Cap: Except in cases of gross negligence or willful misconduct, the liability of either party under this agreement shall not exceed [Insert Liability Cap Amount].
* Exclusion of Consequential Damages: Neither party shall be liable for any indirect, incidental, special, or consequential damages arising out of or related to this agreement, even if advised of the possibility of such damages.

**10. Dispute Resolution**

**10.1 Governing Law**

* Applicable Law: This agreement shall be governed by and construed in accordance with the laws of [Insert Jurisdiction], without regard to its conflict of law principles.

**10.2 Dispute Resolution**

* Negotiation: In the event of a dispute arising out of or relating to this agreement, the parties agree to first attempt to resolve the dispute through good faith negotiations.
* Arbitration: If the dispute cannot be resolved through negotiation within [Insert Timeframe], the parties agree to submit the dispute to binding arbitration in accordance with the rules of [Insert Arbitration Institution]. The arbitration shall take place in [Insert Location], and the language of the arbitration shall be [Insert Language].

**11. Miscellaneous**

**11.1 Entire Agreement**

* Integration: This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations.

**11.2 Amendments**

* Modification: Any amendments or modifications to this agreement must be made in writing and signed by both parties.

**11.3 Assignment**

* Assignment Restrictions: Neither party may assign or transfer its rights or obligations under this agreement without the prior written consent of the other party, except in the case of a merger, acquisition, or sale of substantially all of its assets.

**11.4 Notices**

* Notice Requirements: All notices required or permitted under this agreement shall be in writing and delivered to the addresses specified below or to such other address as may be designated by a party in writing.

**11.5 Severability**

* Severability Clause: If any provision of this agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**12. Signatures**

This Data Sourcing Agreement is executed by the duly authorized representatives of the parties as of the date first written above.

Data Provider:

[Insert Name]

[Insert Title]

[Insert Company Name]

[Insert Signature]

[Insert Date]

Data Recipient:

[Insert Name]

[Insert Title]

[Insert Company Name]

[Insert Signature]

[Insert Date]