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**Data Transfer Agreement**

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| **University Name:** | [**Princess Sumaya University for Technology**](https://www.psut.edu.jo/en/news/princess-sumaya-university-for-technology-celebrates-the-77th-independence-day) |
| Referred to as | “PSUT” |
| Address: | Khalil Saket Street, Al-Jubaiha 11941, P.O. Box 1438, Amman, Jordan  [T: +962-6-535-9949](tel:+962-6-535-9949) [E: info@psut.edu.jo](mailto:info@psut.edu.jo) |
| Represented by: |  |
|  | |
| **Collaborator Name:** |  |
| Referred to as | “Collaborator” |
| Title: |  |
| Address: |  |
| Phone: |  |
| Email: |  |
|  | |
| **Background:** |  |
| PSUT and the Collaborator have agreed to collaborate on a project (-----------------------------------------------------------------------------------) that involves the transfer of data between them. This Data Transfer Agreement ("Agreement") sets forth the terms and conditions governing the transfer of data and the respective rights and obligations of the parties. | |
| **1. Data Transfer:** | |
| 1. PSUT agrees to transfer certain data to the Collaborator for the purpose of facilitating the Project. The nature and scope of the data to be transferred shall be specified in writing and attached hereto as Schedule A. 2. The Collaborator agrees to accept the data from PSUT and to use it solely for the purpose of the Project as outlined in Schedule A. The Collaborator shall not use the data for any other purpose without the prior written consent of PSUT. 3. PSUT shall use reasonable efforts to ensure the accuracy and completeness of the data transferred to the Collaborator. However, PSUT makes no warranties or representations regarding the accuracy, completeness, or suitability of the data for any particular purpose. | |
| **2. Intellectual Property Rights:** | |
| 1. PSUT retains all rights, title, and interest in and to the data transferred pursuant to this Agreement, including any intellectual property rights therein. 2. The Collaborator acknowledges that it has no ownership rights in the data and agrees not to assert any claims or rights to the data or any intellectual property rights therein. 3. If any intellectual property ("IP") is produced as a result of the Project and the use of the data provided under this Agreement, PSUT and Collaborator may share ownership rights to such IP, upon mutual written agreement, subject to the terms and conditions set forth in such agreement. 4. Any modifications, enhancements, or derivative works created by the Collaborator using the data shall be the exclusive property of PSUT. The Collaborator hereby assigns all rights, title, and interest therein to PSUT. | |
| **3. Confidentiality:** | |
| 1. The Collaborator agrees to maintain the confidentiality of the data and to use reasonable efforts to prevent unauthorized access, use, or disclosure of the data. 2. The Collaborator shall only disclose the data to its employees, agents, or subcontractors who have a need to know the data for the purpose of the Project and who are bound by confidentiality obligations no less restrictive than those set forth herein. | |
| **4. Term and Termination:** | |
| 1. This Agreement shall commence on the Effective Date and shall continue in effect until the completion of the Project, unless terminated earlier as provided herein. 2. Either party may terminate this Agreement upon written notice to the other party if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice thereof. | |
| **5. Governing Law and Dispute Resolution:** | |
| This agreement shall be governed according to the Data Protection Law in Jordan and the PSUT IP regulations. This agreement is subject to interpretation and enforcement under the laws applicable in the Hashemite Kingdom of Jordan. It shall be interpreted in accordance with the laws of the Hashemite Kingdom of Jordan, and the exclusive jurisdiction shall lie with the courts located in Amman, Jordan. | |
| **6. Entire Agreement:** | |
| This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes any prior agreements, understandings, or representations, whether written or oral. | |
| Please indicate your acceptance of the terms and conditions of this Agreement by signing below. This Agreement shall become effective upon signature by all Parties. | |
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| Authorized Representative: |  |
| Date: |  |
| Signature: |  |
|  | |
| I declare that I have read PSUT the regulations and instructions related to the above subject, and I acknowledge my acceptance of them and any amendments that may occur thereto. | |
| **Collaborator Name:** |  |
| Date: |  |
| Signature: |  |