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**DOCUMENT REVISION CONTROL**

REVISION HISTORY

| **Date** | **Author** | **Version** | **Change Reference** |
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DATA TRANSFER AGREEMENT

|  |  |
| --- | --- |
| **Provider [Insert organization name]** | **Receiver [Insert organization name]** |
| (Organization name and address) | (Organization name and address) |
| Materials | Materials |
| Purpose of transfer | Purpose of use |
| Provider(s) name and title  Signature: | Receiver Investigator(s) name and title  Signature: |
| Date: | Date: |

APPROVALS

| **Date** | **Approved by** | **Version** | **Designation** | **Approval remarks** |
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| **Index** | **Abbreviation** | **Stands For** |
| I | IT | Information Technology |
| 2 | SLA | Service Level Agreement |
| 3 | IOT | Internet of things |
| 4 | IAS | International Accounting Standards |
| 5 | FDP | Finance Department |
| 6 | ITSM | Information Technology Service Management |
| 7 | NDA | Non-Disclosure Agreement |

1. **Introduction to Information Transfer**

<COMPANY NAME> provides services to all of <Client name>, it transports and transfer information and Information Assets. There shall be many occasions when information & information assets are transferred between departments, service providers, private organizations and individuals.

Information is transferred through variety of media and methods, in electronic and paper format. In every transfer there is a risk that the information may be lost, stolen, misappropriated or accidentally released.

It is the role of the Sender to assess the risks and ensure that adequate controls are in place.

1. **Purpose**

The aim of this policy is to ensure that <Company Name> provides policy outlines and responsibilities attached and the [**minimum**] security requirements for information transfer and conforms to the standard of information asset transfer purported in this policy

1. **Scope**

The scope of policy applies to all employees in the <Company Name>, including its service providers and consultants. This policy is regarded as crucial to the effective protection of data and other IT Assets transfer.

This policy states the minimum-security requirements for physical transfer of information into, across and out of the organization, in any format, paper or electronic.

# Parties

* The undersigned, the provider X [fill in official name of legal entity that is authorized to enter into this agreement], a [fill in type of legal entity, e.g., foundation, charitable trust, corporation (ltd. Inc.)], incorporated, organized and duly existing under the laws of the [fill in appropriate jurisdiction], with its principal office at [insert address], hereby legally represented by [insert name of legal representative],
* And Institution Y [fill in official name of legal entity that is authorized to enter into this agreement], a [fill in type of legal entity, e.g., foundation, charitable trust, corporation (ltd. Inc.)] incorporated, organized and duly existing under the laws of the [fill in appropriate jurisdiction], with its principal office at [insert address], hereby legally represented by [insert name of legal representative],

1. **Information Transfer Modes**

Information is transferred through variety of media and methods, in electronic and paper format.

1. Electronic mail
2. Electronic Data Transfer
3. Electronic Memory Equipments
4. By Hand
5. Telephone
6. Text Messages
7. **Policy**

<COMPANY NAME> and other parties in the scope shall recognize its responsibility to transfer information assets correctly and in line with this policy requirements, maintain confidentiality, integrity and availability criteria, and follow <Company Name> rules.

## **Sender**

It is the Sender’s responsibility to risk assesses what they are intending to do and ensure that all associated risks are adequately understood, assessed, and covered, and that the transfer is properly authorized by [**XXXXXX**] and Information Security Department.

In each information transfer, there is a risk that the information may be lost, misappropriated, or accidentally released. It is the responsibility of the sender and [**department manager**], to assess all risks and ensure that adequate controls follow this policy.

Before Information transfer sender shall ensure that [**Information security department and XXXXX**] shall obtain and document the approval of the information owner for transfer and ensure that sender shall not breach Confidentiality or compromise information.

## **Audit**

The Internal Audit will monitor compliance with this Policy. If a user, **either or both sender and receiver,** is found to have breached this policy, they may be subject to the disciplinary procedure. or be subject to prosecution, as per the <Company Name> rules.

## **Escalation**

If a user does not understand the implications of this policy or how it may apply to them, they shall seek advice from Information Security Department & ITS HEAD before proceeding with Information Transfer.

# Awareness Training

All users shall be provided Awareness training on Information Asset Sharing and transfer. All user of information assets must understand the implication of this policy or how it may apply to them, they shall seek advice from **Information Security Department** & <Company Name> **IT HEAD** before proceeding with Information Transfer.

# Credits

The Recipient agrees to acknowledge the source of the data in any publications or other public disclosures reporting use of it. The following form of words should be used: “We acknowledge THE PROVIDER, funded by [..] for the supply of the Data”.

# Assignment and sub-contracting

Neither party will be entitled to assign this policy or any of its rights or obligations hereunder without first having received the written approval of the other party, which approval not to be unreasonably withheld or delayed. The Recipient will not sub-contract the performance of any of its obligations under the policy or any part thereof without having first obtained the prior written consent of the Provider, such consent is not unreasonably withheld. If consent is granted, the Recipient shall be responsible for the acts, defaults, and omissions of its sub-contractors as if they were the Recipient’s own, and any consent given will not relieve the Recipient of any of its obligations under this policy.

# Liability and third-party rights

Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e., damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third-party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

# Applicable law and jurisdiction

This policy will be governed by and construed in accordance with the laws of [insert appropriate jurisdiction]; parties agree that the [fill in nationality] courts will have exclusive jurisdiction over any suit, action, proceedings, or dispute arising out of, or in connection with, this Agreement.