

## HARNESS RACING AUSTRALIA INC

### Reciprocal Agreement 5 Agreement for the Ownership and Usage of Computer Programmes

#### 1. Definitions

In this Agreement:

**"Computer Programme"** means a programme developed for use in harness racing administration consisting of a set of instructions or statements in machine readable medium together with any associated materials and documentation and any enhancements or modifications of such programme;

**"Licensed Programme"** means a Computer Programme owned or in possession of a Member or the Council on or after the date of commencement of this Agreement that is not a Designated Programme;

**"Designated Programme"** means a Computer Programme which a Member owns, or has the right to use or is developing and has by notice in writing to Council designated as a Computer Programme that is not to be a Licensed Programme within the meaning of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and visa versa.

#### 2. Commencement

This Agreement shall commence on January 1, 1990 and continue until terminated by Members.

#### 3. Ownership

- 3.1. Each Member shall transfer to Council as at the date of commencement all its right title and interest in the Licensed Programmes existing at that date.
- 3.2. Each Member shall transfer to Council all its right title and interest in each Licensed Programme that comes into existence during the term of this agreement.
- 3.3. Council shall own all Licensed Programmes.

#### **4. Licence**

Council grants to each Member a non-exclusive non-revocable licence to use the Licensed Programmes and to install the Licensed Programmes on Members' computer equipment.

#### **5. Licence Fee and Costs**

- 5.1. No licence fee or charge shall be payable by a Member for the use of a Licensed Programme.
- 5.2. A Member shall pay all its costs for the use and installation of a Licensed Programme.

#### **6. Copying and Modification**

- 6.1. Each Member may take such copies of all or any part of the Licensed Programmes as are reasonably required for the purpose of operational use, backup and security.
- 6.2. Each Member may modify the Licensed Programme or merge the Licensed Programmes with other data or computer programmes.

#### **7. Supply of Copies and Source Code to Council**

- 7.1. Upon request by Council at Council's expense a Member will supply to Council a copy of any Licensed Programme.
- 7.2. For the purpose of retention by Council a Member will deliver to Council at the request and expense of Council the current copy of the source code (if available) of any Licensed Programme.

**NOTE:** This Reciprocal Agreement will be reviewed upon completion and acceptance of the Report from the HRA Working Party on Information Technology.