

HARNESS RACING AUSTRALIA INC

Reciprocal Agreement 6 Agreement to Regulate the Access To and Use of Harness Racing Data

1. Definitions

In this Agreement:

"Harness Racing Data" means all data in the possession of Members or the Council relating to standardbred horses and all persons and organisations required to be licenced or registered under the Rules of Harness Racing;

"Supplier Member" means a Member or the Council whose Harness Racing data is being accessed by another Member or the Council;

"User Member" means a Member or the Council who is accessing another Member's or the Council's harness racing data.

2. Ownership

Each Member and the Council acknowledges that the Harness Racing data stored on a Supplier Member's computer equipment is the property of that Member or the Council as the case may be.

3. Right of Access

Each Member and the Council grants to every other Member and the Council the right to access at all reasonable times Harness Racing data in its possession and control.

4. Use of Data

Each Member and the Council acknowledges that it will not use Harness Racing data obtained from another Member or the Council for purposes other than administrating, regulating, controlling or promoting Harness Racing without first obtaining the consent of the Supplier Member to such use.

5. Charges

No fee or charge shall be payable by a User Member to a Supplier Member for the right of access and use of a Supplier Member's Harness Racing data; provided that this provision shall not apply to Harness Racing data prepared by a Supplier Member at the request of a User Member that would not otherwise be available, in which event the concerned parties shall negotiate a charge (if any) for such data.

6. Restriction

Where a Supplier Member makes a charge to the public for the provision of any Harness Racing data, another Member or the Council shall not use its right of access to such data to enable a person or organisation who is not a Member to circumvent the Supplier Member's charge for such Harness Racing data.

7. Conditions of Access

When a User Member accesses a Supplier Member's Harness Racing data, the User Member shall:

- (a) use only passwords and codes authorised by the Supplier Member for that purpose
- (b) comply with and adhere to current techniques and principles of operation
- (c) not modify or alter any of the Supplier Member's data without first obtaining permission from the Supplier Member
- (d) Use the most efficient and effective means available to obtain the data sought, and
- (e) comply with all reasonable requests of the Supplier Member relating to such access

8. Confidentiality

In the event that a Supplier Member imposes a confidentiality restriction on any Harness Racing data, the User Member shall make every endeavour to ensure that the restriction is honoured and shall see that all of its officers who have access to such data are well aware of the confidentiality restrictions of the Supplier Member.

9. Reservation

Each Member reserves the right to exclude any of its Harness Racing data from the operation of this Agreement.

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