

**FEDERAL RESERVE BANK
OF NEW YORK**

[Circular No. **10266**]
[November 8, 1988]

CASH DATA SYSTEM
New Software for Cash Deposit Reports

*To All Depository Institutions in the Second Federal Reserve District,
Foreign Banks Having Branches or Agencies in the Second Federal
Reserve District, and Others Concerned:*

The Federal Reserve Bank of New York has developed software called the Cash Data System to provide a more effective way to submit and verify information concerning deposits of cash to the Federal Reserve Bank of New York.

Depository institutions that wish to use the Cash Data System must agree to the terms and conditions set forth in the enclosed Appendix A to Operating Circular No. 3 by sending the Bank a letter in the form indicated.

Questions on the new Cash Data System should be directed to Jeffrey B. Pruiksma, Staff Director, Currency Services Staff (Tel. No. 212-720-7907), or Martin P. Cusick, Assistant Vice President (Tel. No. 212-720-7957).

E. GERALD CORRIGAN,
President.

**FEDERAL RESERVE BANK
OF NEW YORK**

**Appendix A to
Operating Circular No. 3
November 8, 1988**

**CURRENCY AND COIN
Cash Data System Agreement**

*To All Depository Institutions in the Second
Federal Reserve District, Foreign Banks
Having Branches or Agencies in the Second
Federal Reserve District, and Others Concerned:*

1. This Appendix A to Operating Circular No. 3 is an agreement ("Agreement") between the Federal Reserve Bank of New York ("Reserve Bank") and a depository institution ("User") that sends or receives information concerning cash shipments to or from the Reserve Bank through a personal computer using software from time to time provided by the Reserve Bank ("Licensed Software"). Licensed Software does not include the Runtime utility ("Btrieve"), available from Nouvelle Incorporated ("Nouvelle"), which User is required to purchase. The entire configuration of Licensed Software and Btrieve installed on the personal computer is referred to as the Cash Data System. Terms defined in Operating Circular No. 3 have the same meanings in this Appendix.

2. The Reserve Bank grants to User a non-exclusive license to use Licensed Software for the purposes stated in this Agreement.

3. The Reserve Bank shall:

- a. provide User one copy of Licensed Software and appropriate documentation as available; and
- b. replace a copy of Licensed Software that is defective or damaged by User with another copy of Licensed Software, provided User returns the copy that is defective or damaged to the Reserve Bank.

4. At Reserve Bank's option, Licensed Software shall be either delivered by Reserve Bank to User by downloading from the Reserve Bank's host personal computer to User's personal computer or sent by registered mail, return receipt requested, at the Reserve Bank's expense. There shall be no fee for use of Licensed Software.

5. The User shall be required to do the following:
 - a. acquire a personal computer or designate a personal computer already owned meeting specifications provided by the Reserve Bank;
 - b. purchase Btrieve and use it under the terms required by Nouvelle.
 - c. install the Licensed Software and Btrieve on the personal computer; and
 - d. connect or obtain connection of necessary dial-up telecommunications equipment.
6. The User shall not without Reserve Bank's prior written consent:
 - (i) modify or transfer for any purpose any copy of the Licensed Software;
 - (ii) reverse-assemble or reverse-compile the Licensed Software;
 - (iii) disclose Licensed Software to anyone, except employees of User with a need to know, including inside or outside auditors;
 - (iv) use the Licensed Software anywhere other than on a personal computer in connection with cash shipments to or from the Reserve Bank;
 - (v) copy Licensed Software except to make a backup copy for use in accordance with this Agreement; or
 - (vi) remove any copyright notices contained in Licensed Software.
7. The Reserve Bank warrants that it has the right to license or sub-license Licensed Software under the terms of this Agreement and shall indemnify and hold User harmless from any loss, cost, damage, or expense arising from any claim pertaining to Licensed Software developed by the Reserve Bank (but not including that part of Licensed Software that the Bank purchased from a third party vendor (Turbo Asynch Plus from Blaise Computing, Inc.)) that Reserve Bank's licensing of Licensed Software infringes a patent, copyright, trademark, or other proprietary right of any third party; provided that the Reserve Bank is given prompt written notice of such claim, the Reserve Bank has sole control of the defense of any such action and any settlement negotiations related to such claim, and User cooperates fully with the Reserve Bank in such defense.
8. The warranty stated in paragraph 7 does not extend to Btrieve.
9. The User understands that the Cash Data System may not be used to send or receive value messages.
10. The User assumes the sole responsibility and entire risk of use and operation of the Cash Data System and shall indemnify and defend the Reserve Bank against, and hold the Reserve Bank harmless from, any loss, cost, dam-

age, or other liability resulting therefrom, including but not limited to direct, special, consequential, or incidental damages (including attorneys' fees), except to the extent the loss, cost, damage, or liability is due to the negligence or willful misconduct of the Reserve Bank. Damages shall be understood for this purpose as including but not limited to losses from fraud or theft, loss of use of the Licensed Software, losses alleged to be based on any error, defect, or inadequacy of the Cash Data System, or claims against the User by others.

11. Any indemnity contained in this Agreement is intended for the exclusive benefit of the Reserve Bank and the User, and no third party may claim the benefit of any such indemnity.

12. The User or the Reserve Bank may terminate this Agreement at any time upon written or telegraphic notice. Upon termination, the User shall immediately return to the Reserve Bank all copies of the Licensed Software including backup copies made by User.

13. The Reserve Bank reserves the right to amend this Agreement without notice. The Reserve Bank will endeavor, however, to give at least 30 calendar days' notice of any revisions.

14. This Appendix A contains the entire agreement of the parties and supersedes any prior agreement between the parties concerning the use of Licensed Software. This Appendix A shall be governed by the Federal law of the United States and the law of the State of New York to the extent that such State law is not inconsistent with Federal law. The User agrees to this Agreement by executing a letter in the form of Appendix A-1.

E. GERALD CORRIGAN,
President.

APPENDIX A-1

CASH DATA SYSTEM LICENSE AGREEMENT

[To be typed on the depository institution's letterhead]

Federal Reserve Bank of New York
33 Liberty Street
New York, NY 10045
Attention: Manager, Operations Support Department

We hereby agree to the terms contained in Appendix A to your Operating Circular No. 3.

.....
[Name of depository institution]

By:
[Authorized signature]

.....
[Title]

.....
[Date]