

**Online Services Agreement**

This License Agreement is entered into by and between

1 The International Monetary Fund (IMF), an international organization with headquarters are at  
, U.S.A. ("the Publisher")

and

2 The University of California, San Diego of  
("the Licensee")

WHEREAS the Publisher holds the rights granted under this Licence

AND WHEREAS the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the licence to use the rights for the Fee, subject to the terms and conditions of this Licence.

**IT IS AGREED AS FOLLOWS: -**

**1. DEFINITIONS**

In this Agreement, the following terms shall have the following meanings: -

**Authorised Users** any single user or group of users, as declared by Licensee on Schedule 1 and who are permitted to access the Secure Network from within the Licensee's Premises or who have been issued by the Licensee with a password or other authentication. Authorized users may include current members of the staff (whether on a permanent, temporary or contract basis) of the Licensee or individuals who are currently studying at the Licensee's institution together with other persons who are permitted to use the Licensee's library or information service and access the Secure Network, but only from computer terminals within the Library Premises.

**Commercial Use** Use for the purposes of monetary reward (whether by or for the Licensee or an Authorised User) by means of sale, resale, loan, distribution, republication or other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Licensee from Authorised Users, nor use by the Licensee or by an Authorised User of the Licensed Materials in the course of research funded by a commercial organisation, is deemed to be Commercial Use.

**Course Packs** A collection or compilation of materials (e.g. book chapters, journal articles) assembled by members of staff of the Licensee for use by students in a class for the purposes of instruction.

**Electronic Reserve** Electronic copies of materials (e.g. book chapters, journal articles) made and stored on the Secure Network by the Licensee for use by students in connection with specific courses of instruction offered by the Licensee to its students.

**Fee** The Fee set out during the online registration or purchasing process or in Schedule 1 or any amendment thereof as may be agreed by the parties from time to time.

- Licensed Materials**    The electronic material as set out in Schedule 1 or any amendment thereof as may be agreed by the parties from time to time.
- Secure Network**        A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorized Users approved by the Licensee whose identity is authenticated at the time of log-in and whose conduct is subject to regulation by the Licensee.
- Server**                    The server on which the Licensed Materials are mounted and may be accessed.
- Subscription Period**    That period nominally covered by the Fee paid by the Licensee for the Licensed Material listed in Schedule 1, regardless of the actual date of publication.

**2. AGREEMENT**

The Publisher agrees to grant to the Licensee a limited, non-exclusive and non-transferable license to give Authorized Users access to the Licensed Materials as set out in Schedule 1, subject to the terms and conditions of this Agreement, and the Licensee agrees to pay the Fee.

**3. COPYRIGHT**

- 3.1 The Licensee acknowledges that (i) the Licensed Materials are owned and copyrighted by the Publisher; (ii) the Licensed Materials are protected under the trademark, copyright and other intellectual property laws of the United States and all other jurisdictions; and (iii) all rights not expressly granted under this Agreement are reserved by the Publisher.
- 3.2 The Publisher warrants that it has the right to license the rights granted under this Agreement to use the Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

**4. USAGE RIGHTS**

- 4.1 The Licensee, subject to clause 6 below, may:
  - 4.1.1 Allow Authorized Users to have access to the Licensed Materials from the Server via the Secure Network.
  - 4.1.2 Make such electronic copies of the Licensed Materials as are reasonably necessary to ensure efficient use by Authorized Users.
  - 4.1.3 Display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.
- 4.2 Authorized Users may, subject to clause 6 below:
  - 4.2.1 Search, view, retrieve, display, print or store the Licensed Materials.
  - 4.2.2 Distribute a copy of individual items of the Licensed Materials in print or electronic form to other Authorized Users.

4.3 Fair Use: Nothing in this License shall in any way exclude, modify or affect any of Licensee's statutory or common law rights under the copyright laws of the United States.

## 5. COURSE PACKS AND ELECTRONIC RESERVE

The Licensee may, subject to clause 6 below, incorporate parts of the Licensed Materials in printed Course Packs and Electronic Reserve collections for the use of Authorized Users in the course of instruction at the Licensee's academic institution, but not for Commercial Use. Each such item shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, and the publisher. Copies of such items shall be deleted by the Licensee when they are no longer used for such purpose.

## 6. PROHIBITED USES

6.1 Neither the Licensee nor Authorized Users may:

6.1.1 Remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;

6.1.2 Systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose other than copies permitted under clause 4.1.2;

6.1.3 Mount or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network

6.2 The Publisher's explicit written permission must be obtained in order to:

6.2.1 Use all or any part of the Licensed Materials for any Commercial Use;

6.2.2 Distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users, whether free of charge or for a fee;

6.2.3 Publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material;

## 7. PUBLISHER'S UNDERTAKINGS

7.1 The Publisher shall:

7.1.1 Make the Licensed Materials available to the Licensee from the Server in the media, format and time schedule specified in Schedule 1.

7.1.1 Use reasonable endeavours to make the Licensed Materials available to the Licensee and to Authorized Users at all times and on a twenty-four hour basis, save for routine maintenance, and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.

7.2 The Publisher reserves the right at any time to withdraw from the Licensed Materials any item or part of an item.

7.3 Except as expressly provided in this Agreement, the Publisher makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Licensed Materials, merchantability or fitness of use for a particular purpose. The Licensed Materials are supplied 'as is'.

7.4 UNDER NO CIRCUMSTANCES SHALL THE PUBLISHER BE LIABLE TO THE LICENSEE OR ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO AUTHORIZED USERS, FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE INABILITY TO USE, OR THE USE OF, THE LICENSED MATERIALS. IRRESPECTIVE OF THE CAUSE OR FORM OF ACTION, THE PUBLISHER'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT SHALL IN NO CIRCUMSTANCES EXCEED THE FEE PAID BY LICENSEE IN RESPECT OF THE SUBSCRIPTION PERIOD DURING WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

**8. LICENSEE'S UNDERTAKINGS**

8.1 The Licensee shall:

- 8.1.1 Notify Authorized Users of the terms and conditions of this License and take all reasonable steps to monitor compliance and to protect the Licensed Materials from unauthorised use or other breach of this License;
- 8.1.2 Ensure that only Authorized Users are permitted access to the Licensed Materials and that such access may be withheld when a user no longer retains the status of an Authorized User.
- 8.1.3 Upon becoming aware of any authorized use or other breach, inform the Publisher and take all reasonable steps to ensure that such unauthorized use or breach ceases and to prevent any recurrence thereof.

8.2 The Licensee hereby acknowledges that the business of the Publisher is entirely dependent upon the Publisher's intellectual property rights in the Licensed Materials, and that any material or persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding clause 10, this License shall immediately terminate; the Publisher shall be entitled to immediate injunctive relief and the immediate removal of all electronic copies of the Licensed Materials held by the Licensee without any rebate of the Fee and without prejudice to OK any other rights or remedies to which it may be entitled.

8.3 The Licensee shall, in consideration for the rights granted under this License, pay the Fee within thirty (30) days of receipt of invoice and, if applicable, within thirty (30) days of receipt of invoice relating to each subsequent Subscription Period and receipt of such payment shall be a condition of this License coming into effect.

**9. DISTRIBUTOR REPRESENTATION**

The Publisher may authorize publishing organizations to represent its services and to act as its distributor ("Distributor") in the marketing and sales of its Licensed Materials. Licensee may subscribe to the Licensed Materials through an authorized distributor, receiving all of the rights and obligations contained in this Agreement, provided that the Distributor shall be responsible for:

- i) submission of this executed Agreement, with Distributor representation indicated on Schedule 1;

ii) fees, invoicing and collection between Distributor and Licensee, which shall be defined and agreed only between the Distributor and Licensee and may differ from Publisher's published rates;

iii) timely payment of Fees to the Publisher; which in case of non-payment may result in suspension or termination of service to Licensee;

iv) the accuracy of any translations of contracts, promotional material, and documentation. In the case of any issue, the English version of such documents shall prevail.

## 10. TERM AND TERMINATION

10.1 This Licence is granted for the duration of the Subscription Period and shall automatically renew for successive periods of 12 months, unless Licensee notifies Publisher of its intention to terminate this Agreement at least 30 days prior to the expiration of the then current term.

10.2 In addition, this Agreement shall be terminated:

10.2.1. If the Licensee defaults in making payment of the Fee as provided in this Licence and fails to remedy such default within ten (10) days of notification in writing by the Publisher;

10.2.2. If either party commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within ten (30) days of notification in writing by the other party;

10.2.3. If either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

10.3 On termination all rights and obligations of the parties automatically terminate.

10.4 On termination of this Licence for cause, as specified in clauses 10.2.1 and 10.2.2, the Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorised Users.

## 11. GENERAL

11.1 This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Licence, whether oral or written.

11.2 Alterations to this Agreement and to the Schedules to this Agreement are only valid if they are recorded in writing and signed by both parties.

11.3 If rights in all or any part of the Licensed Materials are assigned to another publisher, the Publisher shall use its best endeavours to ensure that the terms and conditions of this Licence are maintained.

11.4 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Licence or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within 14 days of posting.

11.5 Neither party hereto shall be liable to the other for delay or failure to perform any obligation under this Agreement due to the occurrence of any event beyond its control (including, without limitation, governmental regulation or order, war, civil commotion, riots, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or



SCHEDULE I

USERS, SUBSCRIPTIONS AND ARRANGEMENTS

A schedule dated [date] to the Licence dated [date] between [Publisher] and [Licensee]

Licensee warrants that Licensee's organization is: Commercial  Academic  Non-profit

Users

Number of Authorized Users: 5  Active Users  PTE or FTP

Licensee acknowledges that the Fee is determined by the number of Authorized Users. Licensee warrants that the number declared on this Schedule is accurate and will make best efforts to ensure that it remains accurate during the Subscription Period.

Subscriptions

Licensed Materials	Subscription Period	Fee	Format
International Financial Statistics	06/01/2009 - 5/31/2010		Online
Direction of Trade Statistics	06/01/2009 - 5/31/2010		Online
Balance of Payments Statistics	06/01/2009 - 5/31/2010		Online
Government Finance Statistics	06/01/2009 - 5/31/2010		Online

For Online Format, access method (both may be selected):

- Authentication via User ID/password
- Authentication via IP address

Arrangements:

Consortium:

Agency:

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER: International Monetary Fund

Name (in block capi

Date: 5/4/09

Position / Title: PUBLISHER

FOR THE LICENSEE: UNIVERSITY OF CALIFORNIA, SAN DIEGO

Name (in block capitals:

Date: 4/28/09

Position / Title: Head of Acquisitions

**SCHEDULE 2  
SERVICE SPECIFICATION**

A schedule dated [date] to the Licence dated [date] between [Publisher] and [Licensee]

*List of specifications for receipt of service, including as applicable, the Licensee's Library Premises, Domain Name(s) or IP addresses and/or ranges, :  
Class B Network: first two network numbers plus asterisks for host addresses, ie: 125.64.\*.\*  
Class C network: first three network numbers plus an asterisk for host address, ie: 125.64.133.\*  
Single station: all four numbers, ie 125.64.133.20; or ranges, ie 125.64.133.20-125.64.133.40*

Library name & address	Domain name(s)	IP addresses/ranges
See attached "UCSD IP Addresses"		

Network contact: Name: Christine Peters

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

AS WITNESS the hands of the parties the day and year below first written

**FOR THE PUBLISHER: International Monetary Fund**

Name (in block capitals): \_\_\_\_\_

Date: 5/4/09

Position / Title: PUBLISHER

**FOR THE LICENSEE: UNIVERSITY OF CALIFORNIA, SAN DIEGO**

Name (in block capitals): M. FLEWELL

Date: 4/29/08

Position / Title: Head of Acquisitions



**AMENDMENT TO IMF ONLINE SERVICES AGREEMENT**

This amendment dated June 1, 2011, amends the Online Services Agreement between the International Monetary Fund ("the Publisher") and University of California, San Diego ("Licensee"), dated May 4, 2009 (the "Agreement"). Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

The parties agree to amend the Agreement as follows:

1. Schedule 1 of this Amendment, dated June 1, 2011, supersedes Schedule 1 from the May 4, 2009 Agreement.
2. Licensee will add the IMF eLibrary Statistics to the Licensed Materials.
3. Licensee's subscription to IMF International Financial Statistics Online, Balance of Payments Statistics Online, Direction of Trade Statistics Online and Government Finance Statistics Online will be superseded by the E-Library subscription, effective June 1, 2011.
4. The pricing reflected on the June 1, 2011 Schedule 1 includes a consortium discount. The parties agree that consortium discounts are dependent upon the number of subscribing members and may change if the number of subscribing members changes. The discounts are currently for 7 subscribing members and for 10 or more subscribing members.
5. Article 10.4 shall be deleted and the following language shall replace 10.3:

On termination of this Agreement under clause 10.1, Licensee may continue to use the Licensed Materials made available prior to the termination date, in a manner consistent with the terms of this Agreement. Licensee shall be responsible for caching or copying all textual materials to support any post-termination use. At Licensee's request, as applicable to the terminated subscription, Publisher will provide the most recent version, at the termination date, of the statistical databases on CD-ROM. Clauses 4, 5, 6, 7.3, 7.4, 8 and 12 shall survive the termination of the Agreement in case of continued use of the Licensed Material in accordance with this provision.

This amendment shall be co-terminus with the Agreement. Except as specifically set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

**INTERNATIONAL MONETARY FUND**

**UNIVERSITY OF CALIFORNIA,  
SAN DIEGO**

Name: \_\_\_\_\_

Title: IMF Publisher

Date: June 14, 2011

Name: \_\_\_\_\_

Title: Head of Acquisitions

Date: June 6, 2011

**SCHEDULE 1  
USERS, SUBSCRIPTIONS AND ARRANGEMENTS**

A schedule dated June 1, 2011 to the License dated May 4, 2009 between The International Monetary Fund and University of California, San Diego

Licensee warrants that Licensee's organization is: Commercial Academic **X** Non-profit

**Users**

Number of Authorized Users: \_\_\_\_\_ Active Users FTE or FTP **X**  
 Licensee acknowledges that the Fee is determined by the number of Authorized Users. Licensee warrants that the number declared on this Schedule is accurate and will make best efforts to ensure that it remains accurate during the Subscription Period.

**Subscriptions**

Licensed Materials	Subscription Period	Fee	Format
eLibrary Statistics	January 1 – December 31		Online + CD

*Initial subscription term and billing: June 1, 2011 – December 31, 2011, \$3966.66*

*For Online Format, access method (both may be selected):*

- Authentication via User ID/password
- Authentication via IP address

**Arrangements:**

Consortium: University of California  
 Agency:

AS WITNESS the hands of the parties the day and year below first written

**FOR THE THE INTERNATIONAL MONETARY FUND: [FULL NAME]**

Name (in block capitals: SANDY DONALDSON)

Date: June 14, 2011

Position / Title: IMF Publisher

**FOR THE LICENSEE: [FULL NAME]**

Name (in block capitals: Tony Harvell)

Date: June 6, 2011

Position / Title: Head of Acquisitions



**SECOND AMENDMENT TO IMF ONLINE SERVICES AGREEMENT**

This amendment dated December 15, 2013, amends the Online Services Agreement between the International Monetary Fund ("the Publisher") and University of California, San Diego ("Licensee"), dated May 4, 2009 (the "Agreement") and last amended June 1, 2011. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

The parties agree to amend the Agreement as follows:

1. Schedule 1 of this Amendment, dated December 15, 2013, supersedes Schedule 1 from the June 1, 2011 Amendment.
2. Licensee will add the IMF eLibrary Books, Periodicals, Statistics, Online to the Licensed Materials.
3. Licensee's subscription to IMF eLibrary Statistics Online will be superseded by the upgraded E-Library subscription, effective January 1, 2014.
4. The pricing reflected on the December 15, 2013 Schedule 1 includes a <sup>[Text delet]</sup> consortium discount for Center for Research Library (CRL) members. The parties agree that consortium discounts are dependent upon the number of subscribing members and may change if the number of subscribing members changes. Licensee will be notified of any change in consortium discount in advance of renewal.

This amendment shall be co-terminus with the Agreement. Except as specifically set forth herein, all terms and conditions of the Agreement and any Amendments shall remain in full force and effect.

**INTERNATIONAL MONETARY FUND**

**UNIVERSITY OF CALIFORNIA,  
SAN DIEGO**

**[Text deleted]**

**[Text deleted]**

Name: **[Text deleted]**

Name: **[Text deleted]**

Title: *Publisher*

Title: AUL, Collection Services

Date: *12.17.13*

Date:

