

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 [REDACTED], U.S.A. ("the Publisher")

and

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

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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: -

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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.
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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.

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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;

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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.

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8. LICENSEE'S UNDERTAKINGS

8.1 The Licensee shall:

- 8.1.1 Notify Authorized Users of the terms and conditions of this Licence 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 Licence, in which event, notwithstanding clause 10, this Licence 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 Licence, 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

destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Licence.

- 11.6 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.
- 11.7 Either party's waiver, or failure to require performance by the other, of any provision of this Licence will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

12. IMF IMMUNITIES

Notwithstanding any other provision of this Agreement, it is understood that the International Monetary Fund and its assets, property, income and its operations and transactions are immune from all forms of taxation. It is further understood that the International Monetary Fund, its property and its assets are immune from all forms of judicial process and that neither this Agreement nor the submission of a dispute to arbitration shall constitute a waiver of that immunity.

Any disputes arising in connection with this Agreement shall be settled by the mutual agreement of the parties, provided that failing such agreement, the dispute shall be finally settled by arbitration in accordance with the Rules of the American Arbitration Association then in effect, subject to the International Monetary Fund's immunities as described herein. The parties agree to implement any requirements of the arbitrator or arbitrators directed to them in accordance with those rules.

This Agreement shall be governed by the laws of the State of California, USA, regardless of the place of physical execution.

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

FOR THE PUBLISHER: International Monetary Fund

Name (in block capitals: SANDY DONALDSON Date: 5/4/09

Position / Title: PUBLISHER

FOR THE LICENSEE: UNIVERSITY OF CALIFORNIA, SAN DIEGO

Name (in block capitals: TONY A. HARVEY Date: 4/28/09

Position / Title: Head of Acquisitions

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 FTE 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	[REDACTED]	Online
Direction of Trade Statistics	06/01/2009 - 5/31/2010	[REDACTED]	Online
Balance of Payments Statistics	06/01/2009 - 5/31/2010	[REDACTED]	Online
Government Finance Statistics	06/01/2009 - 5/31/2010	[REDACTED]	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 capitals): SANDY DONALDSON Date: 5/4/09

Position / Title: PUBLISHER

FOR THE LICENSEE: UNIVERSITY OF CALIFORNIA, SAN DIEGO

Name (in block capitals): Tony A. Harvell 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): SANDY DONALDSON Date: 5/4/09

Position / Title: PUBLISHER

FOR THE LICENSEE: UNIVERSITY OF CALIFORNIA, SAN DIEGO

Name (in block capitals): Tony A. Harvell Date: 4/29/08

Position / Title: Head of Acquisitions