MEMORANDUM OF UNDERSTANDING
TO PURCHASE THE ***WORLD TRADE ANALYER*** *on* CD-ROM

Between: **UNIVERSITY OF CALIFORNIA - SAN DIEGO**

And: **STATISTICS CANADA**

for: 1 copy off the *World Trade Analyser* CD-ROM far a stand alone PC environment (1-3 user's) at a total
                        educational price [text removed].

Description of Product
The World Trade *Analyzer* on CD-ROM provides annual data for the period 1985 to 2000, inclusive. The data comprise four basic
variables. importing country, exporting country, commodity and *value*.

        Client use of these data is governed by *the* attached licence agreement from International Trade Division, Statistics Canada.

For data access and retrieval, *the CD-ROM* incorporates *Personal* Express and Express Analyzer software packages by Oracle.

The CD-ROM is accompanied by a User Guide which includes information on the *World Trade Analyzer,* installation and start-up
procedures and a quick reference guide.

Contact
<u>Marie Burton</u> will be the contact person to *whom* the International Trade Division of Statistics Canada will address all further
communication concerning this Memorandum.

Couditions or Purchase
The *World TradeAnalyzer* is a product of the International Trade Division of Statistics Canada, *produced on* CD-ROM.

The purchase of the *World Trade Analyzer* on CD-ROM is subject to the Statistics Canada and Oracle licence agreements (attached).

Software
 For data access and retrieval, the CD-ROM incorporates Personal Express and Express Analyzer software package by Oracle. The
attached sub-licence agreement to use this software entitles the client to the software. All technical support will be the responsibility of
Statistics Canada.

 This Memorandum of Understanding has been executed on behalf of Statistics Canada and University of California- San *Diego*
by.

University of California - San Diego
 <u>Geisel Library</u>
<u>'11L,-Technology & Technical</u> Svcs. <u>9500 Gilman</u>
<u>Drive La Jolla, CA 92093</u> _____

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Signatu

Date : __ <u>December 11, 2002</u>

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Oracle Express Analyzer and. Personal Express Software and the *World Trade Analyzer* Sub-licence Agreement

1. Oracle *Inc*. and the International Trade Division, hereby grant the Customer and the Customer accepts a perpetual, non-transferable, non-exclusive licence to use the Software associated with this Product for an unlimited period. (The Software referred to throughout Section A is the Personal Express and Express Analyzer software (Oracle Corporation) and the *World Trade Analyzer* application (international Trade Division.)) The International Trade Division will provide customer support for the software for a period of one year and five days from the date that the Product was shipped.

2. Title and all ownership rights in the Express Analyzer and Personal Express Software are and shall at alt times remain with Oracle Corporation and the International Trade Division. The International Trade Division warrants that it has the right to grant the Sub-licence granted herein. The Customer may nor Sub-licence, assign. or transfer the Licence or the Software.

3. The Customer shall not distribute, rent, sub-licence, or lease the Software, or use the Software in a network, timesharing, multiple CPU or multi-user arrangement unless the licence fees for such use have been paid and written permission received.

4. The Customer shall not copy, modify, alter, adapt, transfer, in **whole or in part, or use the Software except** as permitted by this Agreement. Prohibited use includes, but is not limited to, translating, decompiling, disassembling, or creating derivative works of any Software provided by Oracle Inc. and the International Trade Division hereunder. A single backup copy of the Software may be made for archival purposes in support of the Software's use.

5. Violation of any of the Terms and Conditions *of this Agreement may result* in termination of the Agreement. Upon any termination of this Sub-licence, the Customer agrees to return to the International *Trade* Division, or to destroy, the Software and Documentation along with all copies in any form thereof, and to provide International Trade Division with an affidavit of destruction confirming that this has been done.

6. Oracle Corporation and the International Trade Division warrant that the Software will meet the ***Customer's requirements or*** that it will operate in an error-free manner.

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8_ *The* warranty set forth above is exclusive and in lieu of all others, oral or written, express or implied. Neither Oracle Corporation, the International Trade Division, nor any dealer, agent, or employee is authorized to make any modification or addition to this warranty.

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