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

Between: UNIVERSITY OF CALIFORNIA - SAN DIEGO
And: STATISTICS CANADA
for: 1 copy of the World Trade Analyzer CD-ROM for 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
Marie Burton will be the contact person to whom the International Trade Division of Statistics Canada will address all further communication concerning this Memorandum.

Conditions or Purchase
The World Trade Analyzer 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
Geisel Library
J1L, Technology & Technical Svs. 9500 Gilman Drive La Jolla, CA 92093

Date: December 11, 2002
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 all 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.

7. Except as specifically provided above, Oracle Corporation and the International Trade Division make no warranty or representation, either express or implied, with respect to the Software or Documentation, including their quality, performance, merchantability, or fitness for a particular purpose.

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.

9. In no event will Oracle Corporation or the International Trade Division be liable for direct, indirect, special, incidental, punitive, exemplary, or consequential damages arising out of the use of or inability to use the Software or Documentation, even if advised of the possibility of such damages. Specifically, Oracle Corporation and the International Trade Division are not responsible for any costs including, but not limited to, those incurred as a result of lost profit or revenue, loss of use of the computer program, loss of data, the cost of recovering such programs or data, the cost of any substitute program, claims by third parties, or for other similar costs or related costs. In no case shall liability exceed the amount of the licence fee or fees actually paid to the International Trade Division during the twelve-month period preceding the claim.