

MEMORANDUM OF UNDERSTANDING

between

Korea Institute of Science and Technology Information (KISTI), including
Supercomputing Center, e-Science Division, CNI division

and

University of California,
Lawrence Berkeley National Laboratory (LBNL), including the National Energy
Research Computing Center (NERSC)

PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between KISTI with a registered address at: 335 Gwahangno, Yuseong-gu, Daejeon, 305-806, Korea and LBNL with a registered address at Lawrence Berkeley National Laboratory, One Cyclotron Road, Berkeley, CA 94720, USA, hereafter referred to as the "Party" or collectively as the "Parties." Lawrence Berkeley National Laboratory is a Federally Funded Research and Development Center (FFRDC) which is operated by the University of California (UC) pursuant to a written contract with the United States Department of Energy (DOE).

1. Purpose

The parties recognize the benefits to be derived from increased collaboration, cooperation and interaction for the further promotion and understanding of high performance computing and networking (HPCN), e-Science and grid computing, computational science and engineering (hereafter, collectively referred to as the "Field").

The purpose of this MOU is to define the areas in which the Parties desire to work together to their mutual benefit to foster a collaborative framework between KISTI and LBNL in the Field with a view to benefiting from each other's initiatives and working procedures and to support collaboration among the researchers associated with both organizations. The terms of this MOU and/or the Field may be extended or redefined by the mutual written agreement of the Parties.

2. Scope

This MOU sets forth the intentions of the parties for increased collaboration, cooperation and interaction and does not create any legally binding commitments. If the parties later agree to undertake specific joint projects with legally binding obligations, they will develop separate written agreements for such projects, setting out each party's contributions, deliverables, and budgets. It is also understood that any work or activities undertaken by LBNL under this MOU, or any subsequent agreements, must be in accordance with the requirements of the written contract between UC and DOE for the management and operation of LBNL.

The Parties intend to:

- 2.1 Pursue collaboration on the optimization of operations and performance of HPCN facilities including KREONET/GLORIAD, large scale data storage.
- 2.2 Pursue collaboration on the development of the HPCN, e-Science and grid computing software (both infrastructure and applications related), the development of computational science and engineering applications and the sharing of expertise in the optimization of applications performance on HPCN systems.
- 2.3 Provide mutual access to facilities for the purposes of evaluating systems and applications performance.
- 2.4 Encourage collaboration and cooperation of projects involving scientists, engineers and personnel from the user communities associated with each organization.
- 2.5 Offer an employee exchange opportunity with the aim of sharing and furthering the scientific and technical know-how of both institutions.
 - 2.5.1 The Hosting Party is the party at whose site the collaboration will occur. The Visiting Party is the Party whose researchers travel to the Hosting Party's site for scientific collaborations.

The Visiting Party's researchers are employees of the Visiting Party and shall remain so at all times during any collaborations. Under no circumstances will researchers of the Visiting Party be considered to be employees or agents of the Hosting Party.

2.5.2 All proposed visits must be documented in a signed written agreement, which specifically sets forth all of the requirements, commitments and obligations of the Visiting Party and the Hosting Party, including any issues regarding visits addressed in this MOU.

2.5.3 The Hosting Party will be responsible for defining a collaboration supervisor within its institution as well as providing space and equipment for the visiting researchers. The Hosting Party will assist in making necessary administrative arrangements for visiting researchers, including arrangements for living accommodations.

2.5.4 Any collaboration results obtained during a visit will be set forth in a report that will be accessible to both Parties.

2.5.5 Both Parties may freely use any collaboration results for publication or other research purposes. Any such use by either Party must make explicit reference to the report as well as to both Parties involved in this MOU.

2.5.6 At the end of the visit, the visitor will give a seminar at the hosting site on the results of the collaboration.

2.5.7 The Visiting Party will comply with all of the requirements, rules and regulations, including safety, health, business practices, and security of the Hosting Party.

3. Costs

3.1 Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MOU. Where possible and appropriate, the Parties may also seek joint funding for collaborations from U.S. and Korean research agencies.

4. General Provisions

4.1 As stated above, any specific projects will be set forth in separate written agreements.

4.2 Treatment of intellectual property rights developed through collaborations under this MOU will be determined between the Parties through mutual consultation and separate written agreements on a case-by-case basis.

5. Confidentiality

5.1 The parties agree that there is no intention to share any confidential or proprietary information in any collaborations under this MOU. If either Party later wishes to disclose information it considers to be confidential or proprietary to the other Party, the Parties will enter into a written non-disclosure agreement. It is also understood and agreed that no information will be exchanged or disseminated under any collaborations pursuant to this MOU which is export controlled pursuant to the United States export control laws, including The Export Administration Regulations and the International Traffic in Arms Regulations.


6. Duration

6.1 This MOU shall be effective for a period of three (3) years from the date of final signature. It may be extended by mutual agreement through a written amendment in three (3)-year periods. This MOU may be terminated by either party upon six (6) months advance written notice.

7. Signatures

For:

UC/LBNL

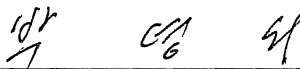


By Dr. Steven Chu
Director, LBNL

Date 11/3/08

For:

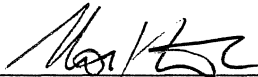
KISTI



By Dr. Young-Seo Park
President, KISTI

Date 11/17/08

NERSC



By Professor Horst D. Simon
Associate Laboratory Director,
Computing Sciences

Date 11/3/08



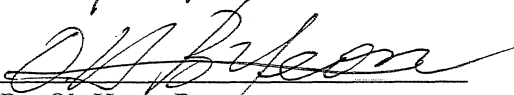
By Dr. Joong-Kwun Kim
Director, Supercomputing Center

Date 11/12/08



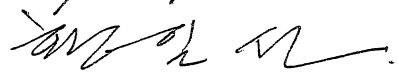
By Professor Katherine A. Yelick
Director, NERSC

Date 10-31-08



By Dr. Ok-Hwan Byeon
Director, e-Science Division

Date 11/10/08



By Dr. Il-Sun Hwang
Director, CNI Division

Date 11/10/08