

MEMORANDUM OF UNDERSTANDING

Between

The Numerical Algorithms Group Ltd

and

The University of California, as Management and Operating Contractor for
Lawrence Berkeley National Laboratory

on

a Visitor Exchange Program

This Memorandum of Understanding (MOU) is by and between the Numerical Algorithms Group Ltd (NAG) with a registered address at: Wilkinson House, Jordan hill Road, Oxford, UK and the University of California, as Management and Operating Contractor for Lawrence Berkeley National Laboratory, including its National Research Computing Center (LBNL) with a registered address at One Cyclotron Road, Berkeley, CA 94720, USA, hereafter referred to as the "Party" or collectively as the "Parties." The Hosting Party is the Party at whose site the work will be conducted. The Visiting Party is the Party at whose site the visitor is employed. This MOU does not constitute a legal or contractual obligation on the part of either Party, but instead, reflects the Parties' current intentions regarding potential future visits and projects. Prior to any such visits or projects, the parties will enter into appropriate written agreements setting forth the specific terms and conditions that will apply to the Hosting Party and Visiting Party.

1. Objective of the Visitor Exchange Program

The Parties intend to offer an employee exchange opportunity with the aim of sharing and furthering the scientific and technical know-how of both institutions.

2. Conditions for visits

All visits must be based on mutually agreed terms and specific project objectives set forth in separate written agreements.

Any one visit will be limited to 3 months at most.

3. Expectations

Each Party will be responsible for its own expenses in connection with all matters arising out of this MOU, including but not limited to, any proposed transaction(s) or visits. In particular, the Visiting Party shall cover all costs for salary, travel, accommodations and expenses of its employee(s). If, for any reason, a proposed visit or transaction(s) does not occur, neither Party will be responsible for any of the other Party's costs or expenses.

The Hosting Party will be responsible for naming a project supervisor within its institution as well as making available a work place and the necessary office equipment. The Hosting Party will also be responsible for making necessary administrative arrangements including assistance in obtaining work permits if required. The Hosting Party will also assist the Visiting Party with making arrangements for living accommodations.

Results obtained during a visit will be published in a report that will be accessible to both Parties. Both Parties may freely use the project 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. For any work undertaken at the Lawrence Berkeley National Laboratory, or performed using Laboratory funds or facilities, the United States Department of Energy will own the data produced and have unlimited rights to use the data. At the end of the visit, the visitor will give a seminar on the results obtained during the project at the Hosting Party's site.

The Visiting Party agrees that all visitor(s) will comply with all of the applicable requirements rules and regulations of the Hosting Party, including, without limitation, safety, health, security, access, operational practices and export control requirements.

4. Confidentiality

If either Party wishes to disclose information it considers to be confidential to the other Party, the Parties will enter into a Confidentiality or Nondisclosure Agreement.

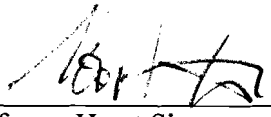
5. Term, Amendment, and Termination

This MOU shall be effective for a period of three (3) years from the date of final signature of the Parties. The MOU may be modified or extended by mutual written agreement of the Parties or terminated by either Party upon six (6) months advance written notice.

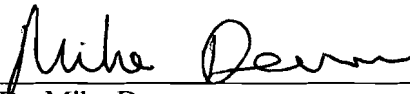
The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures.

The University of California,
Management and Operating Contractor
for Lawrence Berkeley National
Laboratory, including its National Energy
Research Computing Center

The Numerical Algorithms Group Ltd

By 

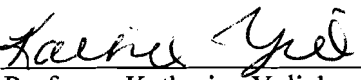
Professor Horst Simon
Associate Laboratory Director,
Computing Sciences

By 

Dr. Mike Dewar
Chief Technical Officer

Date March 4, 2010

Date March 18ⁿ 2010

By 

Professor Katherine Yelick
Director, National Energy Research
Center

Date 3-4-10