



ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

**Istituto Nazionale di Geofisica
e Vulcanologia
AOO INGV**

Protocollo Generale - U

N. 0015986

del 07/11/2019



il Direttore

Gestione WEB

Ai Direttori di Dipartimento

Ai Direttori di Sezione

Al Dott. Andrea Luca RIZZO

Al Dott. Marco LIUZZO

Al Dott. Fausto GRASSA

Al Responsabile del Centro Servizi Contabilità e Bilancio

Al Responsabile del Centro Servizi per il coordinamento delle attività

a supporto della Ricerca

Alla Segreteria della Presidenza

Oggetto: Pubblicità atti

Si notifica in copia l'allegata Delibera n. 222/2019 del 11/10/2019 – Allegato Z al Verbale n. 08/2019 concernente: Scientific and Academic Collaboration Framework Agreement between the Istituto Nazionale di Geofisica e Vulcanologia (INGV) and Universidad Catolica del Norte (UCN) – Chile.

Dott. Giovanni TORRE



Delibera n. 222/2019

Allegato Z al Verbale n. 08/2019

Oggetto: Scientific and Academic Collaboration Framework Agreement between the Istituto Nazionale di Geofisica e Vulcanologia (INGV) and Universidad Catolica del Norte (UCN) - Chile.

IL CONSIGLIO DI AMMINISTRAZIONE

- VISTO il Decreto legislativo 29 settembre 1999, n. 381, concernente la costituzione dell'Istituto Nazionale di Geofisica e Vulcanologia (INGV);
- VISTO il Decreto Leg.vo 25/11/2016, n. 218, concernente "Semplificazione delle attività degli Enti Pubblici di Ricerca ai sensi dell'art. 13 della Legge 7/08/2015, n. 124";
- VISTO lo Statuto dell'INGV, approvato con Delibera del Consiglio di Amministrazione n. 372/2017 del 9 giugno 2017, come modificato con Delibere del Consiglio di Amministrazione n. 424/2017 del 15 settembre 2017 e n. 501/2017 del 21 dicembre 2017, pubblicato sul Sito WEB istituzionale (Avviso di emanazione pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana - Serie generale - n. 27 del 2 febbraio 2018), in particolare, l'art. 8, comma 6, lettera f), il quale prevede che il CdA "*omissis....delibera la partecipazione a società, fondazione e consorzi, nonché la stipulazione di accordi con organismi nazionali, europei e internazionali*";
- VISTO il Regolamento di Organizzazione e Funzionamento dell'INGV, emanato con Decreto del Presidente n. 45/2018 del 21/2/2018, pubblicato sul Sito WEB istituzionale, in particolare l'art. 39, il quale disciplina le *Collaborazioni con soggetti esterni*, stabilendo al primo comma che: "*I rapporti di collaborazione nell'attività di ricerca tra l'Ente e soggetti pubblici e privati, italiani e stranieri sono regolati attraverso contratti aventi come riferimento di massima la seguente tipologia: protocolli d'intesa, accordi di programma quadro, convenzioni operative*";
- VISTO il Regolamento del Personale emanato con Decreto del Presidente n. 118/2018 del 14/5/2018, pubblicato sul Sito WEB istituzionale;
- VISTO il Regolamento di Amministrazione, Contabilità e Finanza, emanato con Decreto del Presidente n. 119/2018 del 14/5/2018, pubblicato sul Sito WEB istituzionale;
- VALUTATA l'opportunità di procedere alla sottoscrizione del Scientific and Academic Collaboration Framework Agreement between the Istituto Nazionale di Geofisica e Vulcanologia (INGV) and Universidad Catolica del Norte (UCN) - Chile;
- CONSIDERATO che le Parti, con il presente Scientific and Academic Collaboration Framework Agreement, istituiscono una cooperazione a livello internazionale, finalizzata a sviluppare, a mantenere e a promuovere canali di comunicazione e collaborazione che consentano lo scambio di conoscenze scientifiche, tecnologiche e accademiche, conformemente ai loro obiettivi e ai loro orientamenti;



- CONSIDERATO che l'attività da espletare rientra tra i compiti scientifici e istituzionali dell'INGV;
- VISTI i pareri favorevoli del Direttore di Sezione e del Direttore di Dipartimento,

DELIBERA

L'approvazione dello schema del Scientific and Academic Collaboration Framework Agreement between the Istituto Nazionale di Geofisica e Vulcanologia (INGV) and Universidad Catolica del Norte (UCN) – Chile, allegato alla presente quale parte integrante e sostanziale (all.1).

Viene dato mandato al Presidente dell'INGV alla sottoscrizione definitiva dell'atto in questione.

Letto, approvato e sottoscritto seduta stante.

Roma, 11/10/2019

La segretaria verbalizzante
(Dott.ssa Maria Valeria INTINI)

IL PRESIDENTE
(Prof. Carlo DOGLIONI)



SCIENTIFIC AND ACADEMIC COLLABORATION FRAMEWORK AGREEMENT
BETWEEN
THE ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA - ITALY
AND
THE UNIVERSIDAD CATOLICA DEL NORTE - CHILE

The Istituto Nazionale di Geofisica e Vulcanologia (hereinafter "**INGV**") located at Via di Vigna Murata, 605, 00143 Rome, Italy, with telephone number (+39) 06-51860460 and legally represented by Prof. Carlo Doglioni, in his position of President of INGV, and the Universidad Católica del Norte (hereinafter "**UCN**"), located at Avenida Angamos 0610 de la ciudad de Antofagasta, Chile, with telephone number (56-55) 2355002, and legally represented by Prof. Jorge A. Tabilo Álvarez, in his position as Rector, agree to establish this Scientific and Academic Collaboration Framework Agreement, in order to carry out scientific and academic cooperation actions.

The Parties agree the following:

ARTICLE 1. OBJECT.

The Parties agree to develop, maintain and promote channels of communication and collaboration that allow the exchange of scientific, technological and academic knowledge, in accordance with their objectives and guidelines, with the purpose of establishing a close and effective cooperation with the aim of developing cooperation activities of mutual interest in the areas of competence detailed at Article 2.

ARTICLE 2. AREAS OF INTEREST.

The main areas of cooperation under this agreement, where appropriate, may regard the following topics:

a) Volcanology, Seismology and Earthquake Geology:

Multidisciplinary (geology, petrology, geochemistry, seismology, structural geology, gravimetric, magnetism, etc.) study of volcanic and seismic areas in order to improve basic knowledge, develop observation systems aimed at monitoring of active systems, and defining protocols of volcanic and seismic hazard assessment. This area of competence will include, where appropriate, oceanographic investigations and tsunami hazard, in detail: study and mapping of seafloor, the identification and characterization of active hydrothermal, volcanic and seismic areas, development and installation of multidisciplinary seafloor observatory.

b) Environment and Energy:

This topic includes multidisciplinary studies of environmental pollution in water-earth resources and atmosphere, and the development of an appropriate monitoring system. In addition, studies will focus on geothermic investigations (on- and off-shore) aimed at identifying new sites of potential exploitation, their main characteristics and potentiality, and any possible environmental risk associated. Part of these researches are included in previous topic.

Other areas of scientific investigation under this agreement can be included, where appropriate, after discussion among Parties.

ARTICLE 3. COOPERATION ACTIVITIES.

Subject to what is stated in the laws and policies of government and immigration in the host country, the Parties initially agree to the following general forms of cooperation:

- a) Exchange of academic staff and postgraduate students;
- b) Exchange of academic and scientific information in the fields of mutual interest;
- c) Implementation of joint and specific research programs;
- d) Provision of accessibility in the use of equipment and facilities to researchers from the counter-party, where possible;
- e) Mutual allowance of other forms of scientific collaboration;
- f) Specific projects that may regard the development of a volcano-monitoring network.
- g) Research internships in both Chile and Italy.
- h) Development of field and laboratory activities.

ARTICLE 4. SPECIFIC AGREEMENTS.

In order to carry out the activities foreseen in the preceding Article, the Parties will develop specific programs or projects that, if approved, will be formalized through Specific Collaboration Agreements, which will allow a better use of their resources throughout mutual cooperation, coordinated work and experience exchange, which will be promoted by the academic or administrative units of the Parties and shall be validated by their legitimate representatives.

ARTICLE 5. COORDINATION.

The parties convene that for coordination of activities under this scientific and academic collaboration framework agreement, the agreement will be managed by a joint committee composed by three members of each institution. The Parties agree to designate the following persons, as responsible:

a) **By "UCN":**

Name: Prof. María Soledad Bembow S.
Position: Director of Departamento de Ciencias Geológicas.
Address: Avenida Angamos 0610, Antofagasta – Chile
Telephone Number: (56-55 2355968
E-mail Address: mbembow@ucn.cl

Name: Dr. Felipe Aguilera Barraza
Position: Researcher at Departamento de Ciencias Geológicas.
Address: Avenida Angamos 0610, Antofagasta – Chile
Telephone Number: (56-55) 2355959
E-mail Address: feaguilera@ucn.cl

Name: Lic. Dania Tristá P.
Position: Director of Institutional Relations
Address: Avenida Lib. B. O'Higgins 292, oficina 22, Santiago de Chile, Chile
Telephone Number: (56-2) 22226216
E-mail Address: convenios@ucn.cl

b) **By "INGV":**

Name: Dr. Andrea Luca Rizzo
Position: Researcher at INGV Section of Palermo
Address: Via Ugo la Malfa, 153, 90146 Palermo (Italy)
Telephone Number: +39-091-6809407
E-mail Address: andrea.rizzo@ingv.it

Name: Dr. Marco Liuzzo
Position: Researcher at INGV Section of Palermo
Address: Via Ugo la Malfa, 153, 90146 Palermo (Italy)
Telephone Number: +39-091-6809490
E-mail Address: marco.liuzzo@ingv.it

Name: Dr. Fausto Grassa
Position: Researcher at INGV Section of Palermo
Address: Via Ugo la Malfa, 153, 90146 Palermo (Italy)
Telephone Number: +39-091-6809433
E-mail Address: fausto.grassa@ingv.it



The Coordinators previously designated shall be responsible for all conscientious and convenient solutions related to this Collaboration Agreement, and they shall be the intermediaries regarding the proposals of the joint research projects and future collaborative actions, which should be framed by Specific Collaboration Agreements within the framework of this instrument, with the understanding that each Specific Collaboration Agreement to be subscribed shall have its own technical manager, who shall be in charge of its follow-up.

Those responsible designated above may be replaced at any time by the Parties, the Party making the replacement shall notify it to its counter-party in writing, five working days in advance of the date on which the replacement takes effect.

ARTICLE 6. PROCEDURES AND POLICIES.

The policies and procedures applied for the development of the cooperation activities shall be subject to the following:

1. Financial aspects to carry out scientific collaboration shall be determined by the Parties through mutual consultations and agreements in writing.
2. Scientific information generated by the joint research projects arising from this Agreement may be released to the scientific community in general by agreement between the Parties through, but not limited to, publications, seminars, lectures and conferences.
3. Intellectual property arising from the joint research projects shall be defined by the Parties in the instruments generated in each project.
4. Use of information that each of the Parties provides for the joint research projects and information generated by the development of such projects shall be governed by the following:
 - a) Any information or data, that any of the Parties delivers or disseminates by any means to carry out the joint research projects, and that has been classified or identified by any of them at the time of delivery, with the legend "**Confidential Information**" must be preserved in extreme confidentiality.
 - b) The same treatment shall be given to the information generated or produced during the execution of the joint research projects, that the Parties mutually agreed to classify or identify it as "**Confidential Information**".
 - c) The information that is communicated or disclosed by one party to the other in verbal form and the disclosing party considers it as "**Confidential Information**", must be confirmed in writing to the party receiving the information, within five (5) calendar days following the date of the verbal disclosure, classifying or identifying it with the legend of "**Confidential**

Information", in case this obligation is not met, the information communicated or disclosed verbally, shall not be considered for the purposes of this Agreement as "**Confidential Information**".

- d) Unless otherwise agreed, the Parties are bound to use the information that has been delivered or disclosed with the legend of "**Confidential Information**", only for the conducting of the joint research projects.

ARTICLE 7. PERIOD OF VALIDITY AND MODIFICATIONS.

This Agreement shall enter into force from the date of signing and shall be valid for five (5) years, and may be modified or renewed by mutual written agreement between the Parties.

ARTICLE 8. NON-DISCRIMINATION.

Both Parties establish the principle of equality of opportunities and undertake not to discriminate based on race, color, gender, age, sexual orientation, disability, ethnicity, religion or nationality. The Parties shall respect this principle and not impose these criteria for the exchange of researchers, teachers and students, which would violate the principle of non-discrimination.

ARTICLE 9. INTERPRETATION AND DISPUTES.

The Parties agree that this Collaboration Framework Agreement is a product of good faith, consequently any dispute or interpretation arising thereof regarding its operation, formalization and compliance, shall be settled by the responsible persons designated in Article 4 of this instrument, in writing, and by mutual agreement, within ten (10) calendar days from the beginning of the conciliatory talks.

ARTICLE 10. JURISDICTION.

In the event that an agreement is not reached in accordance with the established in the previous Article, the Parties must submit to the interpretation and compliance of this Collaboration Framework Agreement to the provisions established in the laws governing the country or state in which the project, work or activities arising from this Agreement were conducted, or when applicable, to the place where the right was violated or the act leading to legal action was performed, therefore both courts, from Italy and Chile may be competent according to the legal actions exercised by the plaintiff.

A handwritten signature in black ink, consisting of a stylized 'g' followed by a large, looped 'M'.

This Agreement is signed by the Parties in the city of Rome - Italy, and the city of Antofagasta - Chile, in English language remaining a copy for each party.

PREVIOUSLY READ AND AGREED:

**By Istituto Nazionale Di Geofisica e
Vulcanologia, Italy**

**By Universidad Catolica del Norte,
Chile**

**Prof. Carlo Doglioni
President**

**Prof. Jorge A. Tabilo Álvarez
Rector**

**Dr. Andrea Luca Rizzo
Member of the Joint Committee**

**Prof. María Soledad Bembow S.
Member of the Joint Committee**

**Dr. Marco Liuzzo
Member of the Joint Committee**

**Dr. Felipe Aguilera Barraza
Member of the Joint Committee**

**Dr. Fausto Grassa
Member of the Joint Committee**

**Lic. Dania Tristán Pérez
Member of the Joint Committee**

Effective Date: _____

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