



ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

il Direttore

**Istituto Nazionale di Geofisica
e Vulcanologia
A00 INGV**

Protocollo Generale - U
N. 0015983
del 07/11/2019



Gestione WEB

Ai Direttori di Dipartimento

Ai Direttori di Sezione

Al Dott. Claudio CESARONI

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. 225/2019 del 11/10/2019 – Allegato AC al Verbale n. 08/2019
concernente: *Cooperation Agreement on mutual ionospheric and geomagnetic observations and research
between Istituto Nazionale di Geofisica e Vulcanologia and Pwani University (Kenya).*

Dott. Giovanni TORRE



Delibera n. 225/2019

Allegato AC al Verbale n. 08/2019

Oggetto: *Cooperation Agreement on mutual ionospheric and geomagnetic observations and research between Istituto Nazionale di Geofisica e Vulcanologia and Pwani University (Kenya).*

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 *Cooperation Agreement on mutual ionospheric and geomagnetic observations and research between Istituto Nazionale di Geofisica e Vulcanologia and Pwani University (Kenya)*;
- CONSIDERATO che le Parti, con il presente *Cooperation Agreement*, instaurano una cooperazione, a livello internazionale, tra le due istituzioni al fine di stabilire una più stretta collaborazione per sviluppare attività scientifiche e tecnologiche;
- CONSIDERATO che l'attività da espletare rientra tra i compiti scientifici e istituzionali dell'INGV, e soprattutto nei settori di Fisica ionosferica e clima spaziale e Geomagnetismo;



- VISTI i pareri favorevoli del Direttore di Sezione e del Direttore di Dipartimento,

DELIBERA

L'approvazione dello schema del *Cooperation Agreement on mutual ionospheric and geomagnetic observations and research between Istituto Nazionale di Geofisica e Vulcanologia and Pwani University (Kenya)*, 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)

**COOPERATION AGREEMENT ON MUTUAL IONOSPHERIC AND GEOMAGNETIC
OBSERVATIONS AND RESEARCH BETWEEN ISTITUTO NAZIONALE GEOFISICA
E VULCANOLOGIA AND PWANI UNIVERSITY**

The Istituto Nazionale di Geofisica e Vulcanologia, hereafter "INGV", with address Via di Vigna Murata 605, 00143 Rome (Italy), represented by its President, Prof. Carlo Doglioni.

and

Pwani University, hereafter "PU", with address P. O Box 195-80108, Kilifi, Kenya, represented by the Vice Chancellor Prof. Mohammed Said Rajab.

INGV and PU, both hereinafter referred to collectively as "Parties" and individually as a "Party".

CONSIDERING THAT

- PU is a public university whose key mandate is to provide quality education, training, research and outreach and opportunity for innovation for the advancement of the individual and society.
- PU in its strategic plan which should be accomplished by 2020 aims at establishing School of space science which will be involved in training space scientists. At the moment there are postgraduate research projects in Ionospheric physics/Space weather which are ongoing. We aim to develop and retain man power in this thematic area which is just at its infancy in the country in general.
- INGV is currently the largest European public research institution in Geophysics and Volcanology.
- INGV main mission is the monitoring and the study of geophysical phenomena in both the solid and fluid components of the Earth. In particular, INGV owns and manages permanent ionospheric and magnetic observatories and networks collecting measurements at the base of important achievements in the space weather field.
- INGV Roma2 scientific activities focus on the systematic observations of space and ionospheric phenomena providing radio propagation and space weather services.

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- Based on this common goal between INGV and PU; it is possible and useful for mutual benefits, to establish a closer collaboration between the two institutes to develop scientific and technological activities;

Considering the development of cultural and scientific cooperation to be of mutual advantage to both parties, and desiring to reinforce such cooperation, the parties agree on the following points:

1. Scientific and educational cooperation shall be undertaken in the field(s) of:

- a) Ionospheric Physics and Space weather
- b) Geomagnetism

Such cooperation shall be carried out on the basis of equal and mutual advantage, taking into consideration, through mutual consent, the budget available at the moment in time and the experience acquired by the interested scholars from both parties.

2. In order to achieve the objectives set out in the number 1. scientific and educational cooperation may be implemented in the following ways:

- a) Exchange of visits by scholars;
- b) Participation in research programmes;
- c) Organization of scientific meetings, seminars and courses on subject(s) laid down in the Agreement
- d) Exchange of scientific information and scientific papers.

3. To realize the afore-mentioned points, it is possible to promote a reciprocal exchange of scientific staff between both parties, in accordance with the available budget. The contracting parties undertake to cover the cost of return journeys undertaken by their own scholars (visiting professors). Residence costs shall be covered by the host party, in accordance with applicable norms and regulations in force in both the University and in the host country. The exchange of scholars, within the conditions stated above, shall, in all circumstances, be based on a condition of reciprocity.



4. Two months before the presumed starting date of planned activities, the respective scientific scholars involved in the project in both institutions shall make contact, exchanging all the necessary information about procedures, times and everything required for the effective execution of the programme.
5. The respective scientific scholars responsible for the project are **Dr. Claudio Cesaroni for INGV** and **Dr. Olwendo Ouko Joseph for PWANI University**.
6. Scholars sent by one institution to the other must have both medical and accident insurance. This may be provided either by their home institution, according to its own regulations, or it may be directly set up by the interested person, through the stipulation of a policy with an insurance agency guaranteeing the above mentioned risks.
7. Each party shall ensure, in compliance with its respective laws and regulations, any kind of assistance and facilities for scholars temporarily residing on its territory, allowing them to perform the assigned tasks under provisions of this Agreement.
8. This Agreement is subject to the approval of the competent authorities, according to the national laws of each University, and will come into force when the signatures by PU Rector and INGV-President are affixed.
9. PU agrees to provide necessary local help for any equipment installation and onsite training in Kenya, such as concrete mounts for antenna and training organization, etc. and data collected in the ionospheric and/or geomagnetic observational stations and initiatives within the framework of the this Agreement shall be available to both Parties. The availability to a third Party shall be evaluated and mutually agreed on a case-by-case basis. PU agrees to guarantee the in time data transmission of the observed parameters to INGV for related research.
10. The scientific and technical results derived from the observing data from any station or equipment establishment arising from this agreement shall be shared and published mutually.
11. This agreement shall remain in force for three years and may be terminated by either party with a minimum of 120 days written notice. Activities in progress at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise agreed.

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12. Parties may apply for renewal of the Agreement for a further period of equivalent duration. If not renewed, the Agreement expired ceases its effects, without prejudice to the continuation of any ongoing activities.
13. An arbitrators council, made up of a member chosen by each contracting party and a jointly chosen one, shall resolve any eventual controversy concerning the interpretation and application of this Agreement.
14. This Agreement shall enter into force upon signature by both Parties and remain in force for 3 (three) years. It may be amended, or terminated with written notice of one of the Parties at any time 120 days in advance.

Place

Date

Istituto Nazionale di Geofisica e Vulcanologia

Prof. Carlo Doglioni

(Signature)

Pwani University

Prof. Mohammed Said Rajab –Vice-Chancellor

(Signature)

