



ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

il Direttore

Gestione WEB

Al Presidente

Al Direttore Generale f.f.

Ai Direttori di Dipartimento

Ai Direttori di Sezione

Al Direttore della Direzione Centrale Affari Generali e Bilancio

Al Responsabile del Centro Servizi Contabilità e Bilancio

All'Ufficio Bilancio

Alla Dott.ssa Laura BERANZOLI

Al Dott. Paolo FAVALI

Al Dott. Davide EMBRIACO

Alla Dott.ssa Agata SANGIANANTONI

Al Responsabile del Centro Servizi per il Coordinamento  
delle Attività a Supporto della Ricerca

Alla Segreteria della Presidenza

Alla Segreteria degli Organi Statutari

Oggetto: Pubblicità atti

Si notifica in copia, in nome e per conto del Presidente, al fine di dare seguito alla pubblicazione richiesta, l'allegata Delibera n. 192/2020 del 30/09/2020 - Allegato Ral Verbalen.08/2020 - concernente: Accordo Service Level Agreement (SLA) tra INGV, EMSO ERIC e INFN. I contenuti dell'atto trasmesso sono elaborati dagli uffici di Presidenza.

Ad ogni buon fine, si segnala il disposto di cui all'art. 7 del d.lgs. n. 33/2013, in base al quale i documenti, le informazioni e i dati oggetto di pubblicazione obbligatoria ai sensi della normativa vigente, resi disponibili anche a seguito dell'accesso civico di cui all'articolo 5, sono pubblicati in formato di tipo aperto ai sensi dell'articolo 68 del Codice dell'amministrazione digitale, di cui al decreto legislativo 7 marzo 2005, n. 82, e sono riutilizzabili ai sensi del decreto legislativo 24 gennaio 2006, n. 36, del decreto legislativo 7 marzo 2005, n. 82, e del decreto legislativo 30 giugno 2003, n. 196, senza ulteriori restrizioni diverse dall'obbligo di citare la fonte e di rispettarne l'integrità".

Dott.ssa Alessia DI CAPRIO



Delibera n. 192/2020

Allegato R al Verbale n. 08/2020

Oggetto: Accordo Service Level Agreement (SLA) tra INGV, EMSO ERIC e INFN.

## 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. 36/2020 del 22/04/2020, pubblicato sul Sito WEB istituzionale e in particolare, l'art. 29 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;

VISTO lo schema dell'Accordo Service Level Agreement (SLA) tra INGV, EMSO ERIC e INFN;

CONSIDERATO che tale Accordo è utile per rendere completamente operativo il funzionamento di EMSO ERIC, costituito da 11 *facilities* regionali (tra siti operativi e siti di test);

CONSIDERATO che attualmente il contributo dell'Italia all'ERIC è rappresentato dalla *"Regional Facility Western Ionian Sea"*, gestita congiuntamente da INGV e INFN e precisamente da un Regional Team;



CONSIDERATO che le Parti, con il presente Accordo, realizzano una cooperazione a livello internazionale, mirata al mantenimento dell'infrastruttura EMSO ERIC a servizio della ricerca;  
SENTITO il leader del Regional Team che gestisce la Facility Western Ionian Sea;  
CONSIDERATO che l'attività da espletare rientra tra i compiti scientifici e istituzionali dell'INGV;  
Su proposta del Presidente,

DELIBERA

L'approvazione dello schema dell'Accordo Service Level Agreement (SLA) tra INGV, EMSO ERIC e INFN, allegato alla presente quale parte integrante e sostanziale (all.1).

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

Letto, approvato e sottoscritto seduta stante.

Roma, 30/09/2020

La segretaria verbalizzante  
(Dott.ssa Maria Valeria INTINI)

IL PRESIDENTE  
(Prof. Carlo DOGLIONI)



# **SERVICE LEVEL AGREEMENT FOR SERVICE AND ACTIVITY DELIVERY**

between

**EMSO ERIC**

and

***Istituto Nazionale di Geofisica e Vulcanologia***

***and***

***Istituto Nazionale di Fisica Nucleare***

***FOR THE EMSO REGIONAL FACILITY WESTERN IONIAN SEA***

This agreement is made by and between:

- (1) **The European Multidisciplinary Seafloor and Water Column Observatory - European Research Infrastructure Consortium**, established by Commission Implementing Decision (EU) 2016/1757 of 29 September 2016 (Official Journal of the European Journal, L268), having its headquarter and statutory seat Via di Vigna Murata 605, 00143 Rome, Italy (Hereinafter “**EMSO ERIC**”), and
  - (2) Istituto Nazionale di Geofisica e Vulcanologia (INGV), a public research institution, incorporated under the laws of Italy whose registered office is at Via di Vigna Murata, 605 - 00143 Roma (Italy)
- and
- Istituto Nazionale di Fisica Nucleare (INFN), a public research institution, incorporated under the laws of Italy whose registered office is at Via Enrico Fermi, 54 - 00044 Frascati, Roma (Italy) (hereinafter “**Service Providers**”).

Hereinafter collectively referred to as the “Parties” and individually as “Party”.

## 1. Definitions

“**Agreement**” means this Service Level Agreement (SLA) including its Schedules.

“**Central Hub**” means the Director General and Central Management Office and the Executive Committee of EMSO ERIC.

“**Commencement Date**” means the date of signature by both Parties of this Agreement.

“**EMSO Programme**” means the list of activities to be carried out in EMSO ERIC on an annual basis and the respective human resources management policy.

“**Executive Committee**” means the EMSO ERIC governing body chaired by the Director General consisting of one representative for each of EMSO ERIC Regional Team and one person responsible for each of EMSO ERIC Services Groups, in accordance with Article 11 and 14 of the Statutes (Official Journal of the European Union-2016/C 363/01 of 1<sup>st</sup> October, 2016)<sup>1</sup>, and established according to the Minutes of the 6<sup>th</sup> Assembly of Members (AoM) Meeting (January 12<sup>th</sup>, 2018)<sup>2</sup>.

“**Member**” means a Member Country of EMSO ERIC.

“**Owner Entity**” means the Institution owner of the Regional Facility or part of it.

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<sup>1</sup> *Article 11 Governing bodies and operational level* The governance structure of EMSO ERIC shall comprise the following bodies: the Assembly of Members; the Executive Committee; the Director-General; and the Scientific, Technical and Ethics Advisory Committee. (...omissis...)

*Article 14 The Executive Committee* The Executive Committee shall in order to ensure coherence and stability of infrastructure services advise the Director-General in the performance of his functions and shall consist of one representative for each of EMSO ERIC Regional Team and one person responsible for each of EMSO ERIC Services Groups.

<sup>2</sup> (...omissis...) **Decision 10 (D10):** Regarding establishment and launch of the Executive Committee: The AoM and DG consider the finalisation of the Ex Com a top priority. The DG will draft a new, supplementary Implementing Rule defining Terms of Reference of the Ex Com – including descriptions of the roles and duties of the Regional Team and Service Group members – for dissemination to the Community

**“Regional Facilities”** mean the distributed facilities part of the EMSO ERIC research infrastructure and belonging to one or more research institutions, which may be located in one or more countries, in accordance with Article 11(3) of the Statutes.

**“Regional Team”** means the team composed of staff belonging to one or more research institutions, which may be located in one or more countries, in accordance with Article 11(3) of the Statutes.

**“Services”** means the services and activities listed in Article 5 of this Agreement and in Schedule 1.

**“Service Groups”** means the operational part of EMSO ERIC and are composed of one person per Facility in the following groups:

- a) Science, b) data, c) engineering & logistics, d) communication and e) Innovation and Industry.

**“Statutes”** means the Statutes of the EMSO ERIC including its Annexes.

**“Users”** mean any entity or an individual who is using or is interested in using the services of the EMSO ERIC.

## **2. Background**

EMSO ERIC was set up to establish, coordinate, facilitate and optimize the use of pan-European Regional Facilities and sea operation resources in order to ensure maximum benefit to the ocean observation community. It is devoted to deep-sea processes and water column investigation.

EMSO ERIC is a distributed research infrastructure, composed of the Central Hub together with all Regional Facilities contributing to EMSO ERIC by its Members, for undertaking the EMSO Programme.

The Service Providers are the owner and/or operators of Western Ionian Sea, which is made available to EMSO ERIC by INGV and INFN, on behalf of the Member Italian Republic. Each Service Providers possesses unique technical skills which are required to deliver certain key elements of the EMSO Programme.

## **3. Purpose of the Agreement**

This Agreement sets out the general terms and conditions, and minimum guaranteed standard levels, by which the Service Providers shall contribute to the EMSO Programme in accordance with Articles 3.1 to 3.3 of the Statutes

Each Service Provider agrees to provide certain services, as defined in the agreement, in order to deliver key elements of the EMSO Work Programme to EMSO ERIC, subject to and upon the terms and conditions set forth in this Agreement.

## **4. Scope of the contribution of EMSO ERIC**

In addition to guiding, planning, coordinating and developing the overall infrastructure, EMSO ERIC provides a wide range of additional value-added services to the Regional facilities of Members, as stated in the EMSO ERIC Statutes including: growing and promoting the international footprint and prestige of EMSO ERIC and its Regional Facilities, ensuring its long-term financial sustainability, developing and managing the central data portal and guaranteeing open and ready access to the EMSO ERIC catalogue of value-added services to a wide range of international Users; and, strengthening the innovation potential of the EMSO ERIC.



## **5. Scope of the services provided by the Service Providers**

The scope of the services includes those activities – along with the resources (physical and human) required to carry them out - which constitute the Service Providers' contribution towards the achievement of EMSO ERIC's overall goals set in the EMSO ERIC Programme. In particular, these include: understanding and preparing for Climate Change; mitigating the impact of Geo-hazards; sustaining Marine Ecosystems; understanding complex marine environmental interactions; developing integrated solutions for Blue Growth; contributing to European policies and strategies; and, contributing to the European and Global Ocean Observing Systems.

Each Service Provider shall:

- (1) use the degree of skill, care, and diligence reasonably expected of a professional and experienced entity providing services similar to the Services and shall endeavor to promote the interests of EMSO ERIC;
- (2) acquire data, guarantying their quality and compliance to FAIR principles<sup>3</sup>;
- (3) follow the indications of the Executive Committee in performing and providing the Services;
- (4) comply with applicable laws and regulations;
- (5) coordinate its EMSO-related procurement activity with the Central Hub.

Schedules 1 and 2 detail the services and resources which shall be provided by the Service Providers and be made available to EMSO ERIC.

## **6. Contact points**

The Service Providers shall designate a contact person who shall coordinate the delivery of the Services and serve as the main contact point on behalf of the Service Providers for EMSO ERIC in relation to the Services.

The Service Providers contact person shall be: Davide Embriaco, +39-0187-794413/+39-348-2327658, [davide.embriaco@ingv.it](mailto:davide.embriaco@ingv.it).

EMSO ERIC shall appoint the following contact person for the general coordination of this Agreement: Juanjo Dañobeitia, +39-06-45431040, [juanjo.danobeitia@emso-eu.org](mailto:juanjo.danobeitia@emso-eu.org).

## **7. Confidentiality**

The Parties acknowledge that during the term of this Agreement certain information may be disclosed by one Party to the other, which is and shall be treated as confidential by the recipient. In such circumstances the Party disclosing the confidential information shall make clear to the receiving Party that the relevant information is confidential. The receiving Party shall hold such relevant information in confidence and shall not use it for any purpose other than in accordance with this Agreement.

The receiving Party shall not disclose such confidential information, directly or indirectly or otherwise make available in whole or in part to third parties without the prior consent of the disclosing Party, except to the extent necessary by the recipient Party to its employees and officers and to its outside professional advisors.

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<sup>3</sup> FAIR- Findable Accessible Interoperable Reusable [https://ec.europa.eu/info/sites/info/files/turning\\_fair\\_into\\_reality\\_o.pdf](https://ec.europa.eu/info/sites/info/files/turning_fair_into_reality_o.pdf)

The foregoing obligations shall not apply to any portion of the confidential information which the receiving Party can establish that it:

- was known to it prior to its receipt from the disclosing Party; or
- at the time of disclosure was, or thereafter becomes through no fault of the receiving Party, generally available to the public by publication or otherwise; or
- was received without any obligation of confidentiality from a third party which, to the best knowledge of the receiving Party, has the right to disclose the same; or
- was independently developed by the receiving Party without access or reference to the confidential information of the disclosing Party; or
- was disclosed in order to comply with applicable laws or regulations or with a court or administrative order.

The receiving Party shall, to the extent permitted by applicable law, impose the same obligations as set out above on all of its officers and employees having access to the confidential information, both during and following their retention by the receiving Party. Notwithstanding the foregoing, the receiving Party shall be liable for any breach of this obligation by its officers and employees.

## **8. Intellectual property rights**

All Intellectual Property Rights (IPRs) which are owned by any Party shall remain vested in that Party and nothing in this Agreement shall transfer ownership of such IPRs to any other Party or any third party, unless agreed separately in writing.

The Service Providers shall ensure that it has the necessary operating software licenses in place, relevant copyright or otherwise IPRs required to enable it to carry out its obligations under this Agreement and allow Users to access its services.

The Service Providers shall further ensure that it notifies Users of their responsibility to obtain any additional licenses or permits required in connection with their usage of the services offered by the Service Providers under this Agreement.

## **9. Duration**

This agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with Clause 12, until December 31<sup>st</sup>, 2024. Subject to the prolongation of EMSO ERIC in accordance with Article 28(1) of the Statutes, this agreement may be prolonged for an additional period of 4 years.

## **10. Interpretation**

The terms and conditions set out in this Agreement shall be subject to and interpreted in light of the Statutes of the EMSO ERIC. In case of contradiction between the wording of the Statutes and this Agreement, the wording of the Statutes shall prevail.

## **11. Amendments**

Amendments to or changes of this Agreement shall, in order to be valid, be made in writing and signed by authorized representatives of both Parties and shall be clearly stated as amendments to, or changes of this Agreement.



## 12. Termination

A Party may terminate this Agreement at any time before the end of its term by giving a 12 months' notice in writing to the other Party.

## 13. Notices

All notices, requests, consents, claims, demands and other communications shall be in writing and addressed to the respective Party's contact person set out in this Agreement.

## 14. Data Protection

Each Party shall comply with the General Data Protection Regulation (GDPR), Regulation (EU) 2016/679, on the protection of natural persons with regard to the processing of personal data.

## 15. Settlement of disputes and governing law

This Agreement shall be governed by and construed in accordance with the substantive laws of Italy.

In any dispute or difference of opinion between the Parties arising out of or in connection with this Agreement the Parties will attempt in good faith to settle it by negotiations.

If the Parties are unable to settle any dispute by negotiation within thirty [30] days of notification of a dispute by one Party to any other Party, either party shall have the right to refer the dispute to another forum, such as Alternative Dispute Resolution (ADR) or a court, in which case, the governing law shall be the substantive laws of Italy.

## 16. Miscellaneous

Media releases, public announcements or any public disclosures relating to the Services and to this Agreement made by the Service Providers shall be coordinated with EMSO ERIC and their content shall be agreed in advance.

In **Witness whereof**, this Agreement has been executed in [XX] originals, of which the Parties have received one each.

**EMSO ERIC**

**INGV**

**INFN**

Date

Date

Date

Signature

Signature

Signature

Juan José Dañobeitia

Carlo Doglioni

Antonio Zoccoli

Director General

President

President

## SLA SCHEDULE 1

(to be updated every 2 years)

### WESTERN IONIAN SEA

## SERVICES PROVIDED TO EMSO ERIC 2020-2021

### DATA SERVICES

Variables <sup>1</sup>	Sampling rate <sup>2</sup>	Sampling depth <sup>3</sup>	Time stamp <sup>4</sup>	Accuracy & Precision <sup>5</sup>	Calibration/Re-calibration <sup>6</sup>	Quality control <sup>7</sup>	Format of data and metadata <sup>8</sup>	Starting date <sup>9</sup>	Data availability to EMSO ERIC <sup>10</sup>
Temperature	1 sample / 10 minutes	2100	GPS time stamp provided with NTP accuracy	Accuracy: 0.002 °C Resolution: 0.0001 °C	Before deployment /after recovery	no	Ascii files + data access from <a href="http://www.moist.it">www.moist.it</a>	Oct 2002 with missing years	Real Time (RT)
Conductivity	1 sample / 10 minutes	2100	GPS time stamp provided with NTP accuracy	Accuracy: 0.0003 S/m Resolution: 0.00001 S/m	Before deployment /after recovery	No	Ascii files + data access from <a href="http://www.moist.it">www.moist.it</a>	Oct 2002 with missing years	Real Time (RT)
Hydrostatic Pressure	1 sample /10 minutes	2100	GPS time stamp provided with NTP accuracy	Accuracy 0.1% of full scale range Resolution: 0.002% of full scale range (10000 psia)		No	Ascii files + data access from <a href="http://www.moist.it">www.moist.it</a>	Oct 2002 with missing years	Real Time (RT)

Variables <sup>1</sup>	Sampling rate <sup>2</sup>	Sampling depth <sup>3</sup>	Time stamp <sup>4</sup>	Accuracy & Precision <sup>5</sup>	Calibration/Re-calibration <sup>6</sup>	Quality control <sup>7</sup>	Format of data and metadata <sup>8</sup>	Starting date <sup>9</sup>	Data availability to EMSO ERIC <sup>10</sup>
Hydrostatic Pressure	1 samples /15 s	2100	GPS time stamp provided with NTP accuracy	0.01% Accuracy 1 x 10 <sup>-8</sup> Resolution		No	Ascii files + data access from <a href="http://www.moist.it">www.moist.it</a>	June 2012 with missing years	Real Time (RT)
Sea Current velocity	1 profile /hour	2100m	GPS time stamp provided with NTP accuracy	Accuracy: 0.5%of the water velocity $\pm 0.5\text{cm/s}$ resolution: 0.1cm/s		No	bin files + data access from <a href="http://www.moist.it">www.moist.it</a>	Oct 2002 with missing years	Real Time (RT)
Acoustic pressure	96 KHz	2100	GPS time stamp		n/a	No	Wav files	2017	Real Time (RT)/Near Real Time(NRT)

## NOTES

1: list of the variables provided

2: indicate the frequency ranges

3: indicate the depth range (in metres) at which the measurement is collected

4: describe how the time reference of the measurement is acquired (e.g., by means of GPS or autonomous clock device, in this last case provides an estimation of the drift)

5: indicate ranges accuracy and precision of the sensor collecting the measurement

6: indicate the average time between two subsequent calibration/recalibration (if applicable)

7: indicate if the time series measurement undergoes to a QC check and describe which are the requirements/criteria adopted

8: indicate the formats used for the data and the metadata

9: indicate the date (month and year) of the oldest data you provide

10: indicate the average delay (in days/months) necessary to make data available to EMSO ERIC from the collection time

## ACCESS SERVICES

Access type	Scientific disciplines <sup>3</sup>	Offered infrastructures	Days of access per year	Support given by the RF			Technological constraints <sup>4</sup>
				Logistics	Sub-sea Obs	Surface buoy	
<b>Physical Access<sup>1</sup></b>	Any	deployment of additional sensors, autonomous or to be connected to the cable through the Junction Box	300	Expertise offered on request	Expertise offered on request	N/A	6 months to 1 year needed to evaluate the feasibility of the access  Cruise in charge of the user
<b>Virtual Access<sup>2</sup></b>	Any	Remote access to data and remote configuration of experiments	300	Expertise offered on request	Expertise offered on request	N/A	1 to 3 months needed to evaluate the feasibility of the access

### NOTES

1: in the physical access mode, the users or user teams are allowed to perform experiments at the RFs with the support of the Regional Teams

2: in the virtual access mode, the user or user teams are allowed to perform experiments by connecting to the RFs remotely

3: indicate the scientific disciplines for which the access is provided

4: technological constraints mean which requirements are necessary to be provided in advance to be compliant with the RF and allow the access

**WESTERN IONIAN SEA**  
**ANNUAL ESTIMATED COST AND EFFORT**  
**PROVIDED TO EMSO ERIC IN 2020**

Annual average costs related to materials and operation	Cost <sup>4</sup> (€)	
for services described in Schedule 1 (INGV)	469 k	
for services described in Schedule 1 (INFN)	50 k	
Annual Human Effort (in-kind)	FTE <sup>5</sup>	Cost (€)
for services described in Schedule 1 (INGV)	4	197k
for services described in Schedule 1 (INFN)	0,5	25 k
for ERIC governance and organisation (INGV) <sup>6</sup>	0,41	23,9k
for ERIC governance and organisation (INFN) <sup>6</sup>	0,1	5 k

<sup>4</sup> Cost is based on OPEX

<sup>5</sup> 1 FTE = 12 person-months

<sup>6</sup> Refers to Work Program 2020 for the in kind of the Service Groups (incl. Leaders); in kind of Regional Team Leaders has to be included.

