



Delibera n. 228/2021

26 Novembre 2021

Allegato AE al Verbale n. 06/2021

Oggetto: Memorandum of Understanding between University di Portsmouth, UK and Istituto Nazionale di Geofisica e Vulcanologia (INGV)

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. 114/2020 del 19 giugno 2020, emanato con Decreto del Presidente n. 78/2020 del 27/10/2020, pubblicato sul Sito WEB istituzionale – Avviso di emanazione di cui al Comunicato su Gazzetta Ufficiale della Repubblica Italiana - Serie generale - n. 264 del 24 ottobre 2020, 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. 12/2021 del 25/02/2021, pubblicato sul Sito WEB istituzionale;

VISTO il Regolamento di Amministrazione, Contabilità e Finanza, adottato con Delibera del Consiglio di Amministrazione n. 145/2020 del 22 luglio 2020, ed emanato con Decreto del Presidente n. 75/2020 del 21 ottobre 2020;

VISTO lo schema del Memorandum of Understanding between University di Portsmouth, UK and Istituto Nazionale di Geofisica e Vulcanologia (INGV);

RITENUTO opportuno per l'INGV procedere alla sottoscrizione del predetto Memorandum avente lo scopo di stabilire relazioni amichevoli, di concordare e identificare aree di cooperazione tra l'INGV e l'Università di Portsmouth (UK), che potrebbero aiutare a promuovere e sviluppare la relazione tra le due istituzioni;



CONSIDERATO che la predetta collaborazione internazionale si svilupperà attraverso diverse modalità: scambio di informazioni, visite reciproche dei docenti, sviluppo di programmi accademici collaborativi, scambio di studenti, promozione di programmi di studio all'estero, esplorare la possibilità per lo sviluppo di accordi per consentire lo scambio di studenti, sviluppo di attività di ricerca congiunte, sviluppo di richieste di finanziamento congiunto alla ricerca su aree di comune interesse, sviluppo e condivisione di opportunità di inserimento industriale, lavorativo e di laboratorio, partecipazione a seminari e convegni organizzati dalle rispettive istituzioni e collaborazione nella condivisione delle migliori pratiche tra entrambe le istituzioni;
VISTO il parere favorevole del Direttore di Sezione e del Direttore di Dipartimento;
su proposta del Presidente,

DELIBERA

L'approvazione dello schema del Memorandum of Understanding between University di Portsmouth, UK and Istituto Nazionale di Geofisica e Vulcanologia (INGV), allegato alla presente quale parte integrante e sostanziale (all.1).

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

Firmato il 02/12/2021

Depositato presso la Segreteria del Consiglio in data 02/12/2021

La segretaria verbalizzante
(Dott.ssa Maria Valeria INTINI)

IL PRESIDENTE
(Prof. Carlo DOGLIONI)



ISTITUTO NAZIONALE
DI GEOFISICA E VULCANOLOGIA

DATED _____ 2021

UNIVERSITY OF PORTSMOUTH HIGHER EDUCATION CORPORATION

and

ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

MEMORANDUM OF UNDERSTANDING

Partnerships will complete all dates in this draft upon final approval of content from the
Partner

Academic Standards, Quality and Partnerships
Department of Student and Academic Administration

This Memorandum of Understanding is made:

BETWEEN

- (1) **UNIVERSITY OF PORTSMOUTH HIGHER EDUCATION CORPORATION** whose principal office is at University House, Winston Churchill Avenue, Portsmouth, PO1 2UP, United Kingdom (hereinafter referred to as "Portsmouth"); and
- (2) **ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA** whose principal office is in Rome, Via di Vigna Murata 605 - 00143 Roma - Italy (hereinafter referred to as "INGV").

Portsmouth and INGV may each, where relevant, be referred to together as the "Parties" and individually a "Party".

BACKGROUND

The purpose of this Memorandum of Understanding is to establish friendly relations, to agree to cooperate with each other and to identify areas of cooperation at either institution that could help foster and develop the relationship. The terms of cooperation for each activity under the Memorandum of Understanding shall be mutually discussed and agreed upon in the future, should the need arise, and shall be subject to an appropriate and separate written agreement in conformity with institutional policies in place.

Whereby it is agreed as follows:

1. This Memorandum of Understanding witnesses that the Parties wish to explore the possibility of collaborating together in various ways including:
 - 1.1 Exchange of information;
 - 1.2 Mutual visits by faculty members;
 - 1.3 Development of collaborative academic programmes;
 - 1.4 Exchange of students; promote study abroad programme and explore the possibility for the development of formal arrangements and agreements to enable the exchange of students;
 - 1.5 Development of joint research activities;
 - 1.6 Development of joint research funding applications on areas of mutual interest;
 - 1.7 Development and sharing of industrial, work and laboratory placement opportunities;
 - 1.8 Participation in seminars and conferences organized by the respective institutions; and
 - 1.9 Collaboration in sharing best practices across both institutions.
2. The terms of cooperation for each specific activity explored under this Memorandum of Understanding shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of that activity. Such agreements will have full regard to issues of quality assurance and budgetary matters and may be subject to written legal contracts as may be agreed by the Parties.
3. Each Party will consider student applications from the other party. Each student applicant must meet the minimum entry criteria for the course and all applications will be assessed on a case-by-case basis against each Party's recognition of prior learning policy.
4. The Parties shall nominate the following individuals in order to liaise on the objectives set out in **clause 1** of this Memorandum of Understanding:

The named contacts for Portsmouth are:

Main Contact: Dr Derek Rust, Reader in Applied Geology, School of the Environment,
Geography and Geosciences, University of Portsmouth, Portsmouth PO1
3QL, United Kingdom

Tel: +44 (0) 2392 842298 Email: derek.rust@port.ac.uk

Copied for the attention of: Partnerships Manager, Academic Standards, Quality and Partnerships
Department of Student and Academic Administration, University of
Portsmouth, Mercantile House, Floor 10, Hampshire Terrace, Portsmouth,
PO1 2EG, United Kingdom

Tel: +44 (0) 2392 843196 Email: partnerships@port.ac.uk

The named contacts for INGV are:

Main Contact: Dr Salvatore Giammanco, Senior Researcher, Istituto Nazionale di
Geofisica e Vulcanologia Sez. di Catania - Osservatorio Etneo, Piazza
Roma, 2 - 95123 Catania - Italy

Tel: +39 0957165858 Email: salvatore.giammanco@ingv.it

Copied for the attention of:

Tel: + Email:

5. This Memorandum of Understanding, including any Schedules and Annexes attached hereto, shall commence from (the "**Commencement Date**"), and continue until 31/07/2023 (the "**Expiry Date**"), unless terminated in writing by either Party giving to the other Party not less than six (6) months' notice.
6. Unless otherwise agreed in advance by the Parties, on completion of the cooperation activities it is the intention that this Memorandum of Understanding will either be replaced by formal Memorandum of Agreement, or the activity will cease.
7. This Memorandum may be extended beyond the Expiry Date subject to the mutual written agreement of the Parties and the arrangements for renewal will be discussed between the Parties prior to the Expiry Date of the Memorandum.
8. Upon expiry of this Memorandum of Understanding each Party will deliver to the other all documents and all other materials (including, but not limited to, computer discs and other removable storage devices) made available to it in connection with this Memorandum of Understanding.
9. This Memorandum of Understanding may be revised through the mutual written agreement of both Parties.
10. This Memorandum of Understanding may be executed in any number of counterparts, each of which when executed and delivered, will be an original, and all the counterparts together will constitute the same instrument.
11. With the exceptions of **clauses 8, 13 and 14**, which the Parties agree are intended to be legally binding, this Memorandum of Understanding is not intended to be legally binding or will be construed as creating any legally enforceable rights or obligations between the Parties. The Parties acknowledge that any formal collaboration will require the express formal approval of the specific authorising bodies and the duly authorised officers of both institutions.
12. Nothing in this Memorandum of Understanding is intended to, or will be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party. The Parties acknowledge that all or any financial arrangements must be negotiated and shall depend upon the availability of funds at the specific time.
13. The Parties agree to keep strictly confidential, other than to their advisers and as may be required by their respective regulatory bodies and statutes the terms of this Memorandum of Understanding and all other confidential information (being related to the subject matter of this Memorandum of Understanding).

14. The Parties acknowledge the merits of positive publicity but agree that neither Party should use the logo or any trademark of the other or make any media or public statement about the objectives set out in **clause 1** of this Memorandum of Understanding unless that has been agreed in advance by the other Party.
15. This Memorandum of Understanding has been written in English. If this Memorandum of Understanding is translated into any other language, the English language version shall prevail.
16. The validity, construction and performance of this Memorandum shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties hereby submit.

Duly authorised by and on behalf of
University of Portsmouth Higher Education
Corporation

Signature:

Print Name: Chris Chang

Position: Pro Vice-Chancellor

Date:

Duly authorised by and on behalf of Istituto
Nazionale di Geofisica e Vulcanologia

Signature:

Print Name: Professor Carlo Doglioni

Position: President

Date:
