



Delibera n. 229/2021

26 Novembre 2021

Allegato AF al Verbale n. 06/2021

Oggetto: Memorandum of Understanding between Hrvatski geološki institut – Croatian Geological Survey 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 Hrvatski geološki institut – Croatian Geological Survey and Istituto Nazionale di Geofisica e Vulcanologia (INGV);

RITENUTO opportuno per l'INGV procedere alla sottoscrizione del predetto Memorandum avente a oggetto la collaborazione tra INGV e HGI-CGS su tematiche di geologia del terremoto e tettonica attiva;



CONSIDERATO che la predetta collaborazione internazionale riguarda l'area di interesse comune, relativa al territorio colpito dal terremoto di Petrinja 2020 e regioni adiacenti;

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 Hrvatski geološki institut – Croatian Geological Survey 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 06/12/2021

Depositato presso la Segreteria del Consiglio in data 06/12/2021

La segretaria verbalizzante
(Dott.ssa Maria Valeria INTINI)

IL PRESIDENTE
(Prof. Carlo DOGLIONI)

MEMORANDUM OF UNDERSTANDING

(hereinafter referred to as "MoU")

between

Istituto Nazionale di Geofisica e Vulcanologia

Via di Vigna Murata 605, 00143 Rome Italy

(hereinafter referred to as "INGV")

and the

Hrvatski geološki institut – Croatian Geological Survey

Ul. Milana Sachsa 2, 10000 Zagreb Croatia

(hereinafter referred to as "HGI-CGS")

on

Recognition and characterization of active faults in Croatia as input to Seismic Hazard

INGV is the Italian Governmental institution with the main purpose to monitor the processes governing the solid and fluid Earth and develop science focusing on the understanding of the Earth mechanisms, on the assessment of the main natural hazards and on the contribution to their reduction as well as to collaborate with national and international research entities that are working in this field.

HGI-CGS is the Croatian geological scientific research institution that conducts systematic and standardized geological research (geological mapping, hydrogeological, engineering geological and geochemical research, defining the potential of mineral and geothermal resources) and collecting geological data throughout Croatia in the field of natural and technical sciences.

The INGV, represented by his President, Prof. CARLO DOGLIONI

and

The HGI-CGS, represented by his General Director, dr.sc. SLOBODAN MIKO.

Both of them hereafter referred to as the Parties;

WHEREAS the Parties are mutually interested in developing and reinforcing their cooperation in the field of geological input to seismic hazards research, including education and training of specialists in this area;

WHEREAS this MoU establishes a framework for this cooperation in joint investigations, international projects, scientific exchanges and training of personnel in the field of seismic hazard, or on other subjects of mutual interest and their applications, and;

WHEREAS the Parties are participating in this MoU with a view to reinforce and strengthen the institutional links between the two organizations.

HAVE AGREED AS FOLLOWS:

ARTICLE 1: AGREEMENT

This agreement is an open agreement for collaboration between the two Institutions.

People officially responsible for INGV and HGI-CGS are: dott.ssa Francesca R. Cinti and dr. sc. Koraljka Bakrač, respectively.

ARTICLE 2: AREAS OF COOPERATION

1. Initiate and pursue a cooperation dealing with:
 - Mapping of active faults in the broad region hit by the 2020 Petrinja earthquake;
 - Explore the earthquakes of the past by means of Tectonic Geomorphology, Paleoseismology, Archaeoseismology and Historical seismology;
 - Characterizing the seismogenic behavior of faults;
 - Organize and populate a fault database of use for Seismic Hazard Assessment;
 - Model of earthquake recurrence, fault segmentation, regional and individual fault earthquake scenarios, seismic gaps;
2. Maintain and promote channels of cooperation and communication with the aim of realizing common scientific projects and collaborations.
3. Promote the knowledge transfer between parties.

ARTICLE 3: FORMS OF COOPERATION

The Parties agree to the following general forms, subject to their prevailing laws and regulations, procedures and policies:

1. Exchanging scientific and technical information on development of the specific research activity;
2. Cooperate in field and laboratory activities;

3. Exchanging researchers for conferences, colloquia, symposia and sharing of scientific and technical experiences;
4. Encouraging joint publication of research results in the fields active faulting, earthquake occurrence and seismic hazard.

ARTICLE 4: RESPONSIBILITY OF THE PARTIES

Each Party will do its best effort for contributing to the mutual research, sharing data and information, applying up-to-date techniques with best reliability and availability.

ARTICLE 6: FINANCIAL ARRANGEMENT

As a general rule, the cooperation set up under the present MoU will not induce any transfer of money between the Parties except in specific cases jointly agreed in Implementing Agreements only. Each Party shall bear its own expenses, *e.g.* staff missions, lab \ field services, tools and instruments maintenance, and neither Party shall charge the other for costs incurred in the framework of this MoU.

ARTICLE 7: RESULTS AND PUBLICATIONS

Scientific works developed under this MoU owned by the INGV and the HGI-CGS teams may be made available to the general scientific community through international publications, databases, seminars, lectures and conferences upon specific agreement of the MoU participants.

ARTICLE 8. INTELLECTUAL PROPERTY RIGHT

1. Any intellectual Property Right brought by one of the Parties for implementation of cooperation activities under this MoU shall remain the property of the Party.
2. Each Party certifies that the intellectual Property Right is not resulted from the infringement of any third party's legitimate rights.
3. Any intellectual Property Right data information resulting from the research activities conducted under this MoU shall be jointly owned by the two Parties and both Parties shall be allowed to use such property for non-commercial purposes free of royalty.
4. Termination of this MoU shall not affect intellectual Property Right and/or obligations linked to any data and information resulting from the activities conducted under this MoU, after termination.

ARTICLE 9: INSTRUMENTATION PROPERTY

All equipment and material purchased on their own budget by each Party for the existing joint cooperation remain the property of the Party.

ARTICLE 10: DATA PROPERTY AND DATA POLICY

The data acquired by using the equipment and material purchased by each Party

for the existing joint cooperation shall be property of the two Party.
The policy of the data acquired by using these equipment and materials for the existing joint cooperation follows the data policy of the owner Party.

ARTICLE 11: SETTLEMENT OF DISPUTES

The Parties shall make all reasonable efforts to resolve any disputes concerning the interpretation of application of this MoU amicably by consultation or negotiation between the two Parties

ARTICLE 12: ENTRY INTO FORCE, DURATION, TERMINATION, AMENDMENT

This MoU shall become effective on the date of its signing and it shall be valid for two (2) years. This MoU will expire at the end of the validity period. Thereafter, the Parties may sign a new MoU.

This MoU may be amended at any time, subject to the prior written agreement of both Parties.

The termination of this MoU shall not affect any other prospective agreements between the Parties.

ARTICLE 13: MISCELLANEOUS

Matters not provided for by this MoU shall be determined through mutual consultation and agreement by the Parties

The Parties shall abide by the principle of equal opportunity and non-discriminate in accordance with their laws and regulations in the administration of this MoU and in the exchange of researchers, scientists, faculty members or students and technical staffs.

IN WITNESS WHEREOF, the unsigned have signed this MoU.

DONE IN TWO ORIGINAL DOCUMENTS IN ENGLISH. Both documents are being equally authentic.

For
Istituto Nazionale di
Geofisica e Vulcanologia

For
Hrvatski geološki institut –
Croatian Geological Survey