



Delibera n. 91/2022
29/04/2022

Oggetto: Ratifica Memorandum of Understanding tra l'Istituto Nazionale di Geofisica e Vulcanologia e l'Università de Genève sottoscritto il 14/03/2022.

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 e, in particolare, l'art. 7, comma 6, lett. c), il quale prevede che il Presidente: "*adotta provvedimenti di competenza del Consiglio di amministrazione nei casi di necessità e urgenza da sottoporre a ratifica nella prima riunione successiva del Consiglio stesso*";

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;

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 il Decreto del Ministro dell'Università e Ricerca n. 229 del 19/2/2021, con il quale il Prof. Carlo Doglioni è stato nominato Presidente dell'INGV;

VISTO il Decreto del Ministro dell'Università e Ricerca n. 1200 del 30/12/2019, con il quale la Prof.ssa Francesca Bozzano e il Prof. Roberto Scarpa sono stati nominati Consiglieri di Amministrazione dell'INGV;

VISTO il Decreto del Ministro dell'Università e Ricerca n. 986 del 24/10/2019, con il quale il Dott. Fabio Florindo e il Dott. Gilberto Saccorotti sono stati nominati Consiglieri di Amministrazione dell'INGV;

RAVVISATA la necessità di procedere alla sottoscrizione del Memorandum of understanding tra l'Istituto Nazionale di Geofisica e Vulcanologia e l'Università de Genève;

TENUTO CONTO dell'urgenza a procedere;
su proposta del Presidente,



DELIBERA

Di ratificare il Memorandum of understanding tra l'Istituto Nazionale di Geofisica e Vulcanologia e l'Università de Genevè, sottoscritto il 14 Marzo 2022.

Il presente Memorandum è allegato alla presente Delibera, della quale costituisce parte integrante e sostanziale (All.1)

Firmato il 10/05/2022

Depositato presso la Segreteria del Consiglio in data 10/05/2022

La segretaria verbalizzante
(Sig.ra Manuela DI SANTO)

IL PRESIDENTE
(Prof. Carlo DOGLIONI)



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ISTITUTO NAZIONALE
DI GEOFISICA E VULCANOLOGIA

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

Université de Genève

Department of Earth Sciences, Group of Crustal Deformation and Fluid Flow

24 rue du Général-Dufour, 1211 Genève 4 – Switzerland

(hereinafter referred to as "UNIGE")

(hereinafter jointly referred to as the "Parties")

Whereas the Parties, on the basis of this MOU, are mutually interested in developing and reinforcing their cooperation in the field of geophysical imaging of active faults, sedimentary basins, volcanic and geothermal environments in Italy and abroad;

Whereas this MOU establishes a framework for this cooperation in joint investigations, international projects, scientific exchanges and training of specialized personnel in the field of subsurface geophysical imaging, monitoring on other subjects of mutual interest and their applications, and

Whereas the Parties are participating to this MOU with a view to reinforce and strengthen the institutional links between the two organizations.

The Parties therefore have reached the following understanding:

BACKGROUND

INGV's main purposes are the study and monitoring of the processes governing the solid and fluid Earth and develop science focusing on the understanding of Earth main mechanisms, to assess the main natural hazards and contribute to their reduction as well as to collaborate with national and international research entities that are working in this field.

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The UNIGE's Department of Earth Sciences is dedicated to the advancement of fundamental research as well as to its application to societal problems, such as the management of natural resources, the identification of risks posed by natural hazards, and the consequences of human activities on the environment. In particular, the Group on Crustal Deformation and Fluid Flow investigates crustal processes combining geophysical and numerical methods with geological observations: the main focus of this research is the high-resolution imaging of subsurface structures through acquisition, processing and inversion of electromagnetic, electrical resistivity and induced-polarization data by using innovative instruments and computational resources.

Article One

General objectives

1. The objective of this MOU is to establish a framework for cooperation between the Parties based on equality, overall reciprocity and mutual benefits.
2. The details of each joint research project (hereinafter, "the Project") conducted in collaboration between the parties in the framework of the MOU as well as the modalities specific to each of them will be defined in a specific statement of work (hereinafter, "the Statement of Work"), based in principle on the template annexed to this MoU (Annex 1).
3. This MOU provides the general framework for any Statement of Work. Any deviation from the general terms and conditions of the MOU shall be expressly stated in the Statement of Work.

Article Two

Areas of interest

Cooperation under this MOU may include the following areas of interest, where appropriate:

1. Design and development of observation and imaging systems: subsurface imaging of active faults in seismogenic regions ;
2. Natural hazard: hazard assessment in geologically active areas;
3. Tectonics, earthquake geology, structural geology.
4. Volcanic and geothermal systems.

Article Three

Scientific supervisors

For each Project, the Parties will designate a scientific supervisor.

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Article Four

Scientific activities

1. The scientific activities to be carried out within the framework of this MOU are part of the research programme focused on prospecting and understanding the upper crust.
2. In particular, INGV and UNIGE will cooperate to perform geophysical deployment of seismic and geoelectrical instruments in regions relevant for the research interests described in this MoU. The activities will include geophysical data collection, processing, inversion, exchange and hosting of visiting personnel, and interpretation of the obtained subsurface models.

Article Five

Funding and Financial Issues

1. Each Statement of Work will specify if and how a Party will contribute financially to the expenses and costs incurred by the other Party in order to carry out a Project (e.g., travel expenses, accommodation, acquisition or use of equipment, insurance, etc.).
2. If, during the fieldwork, a Party (the "Supplying Party") supplies or uses material or equipment on account or for the benefit of the other Party, the other Party shall cover any costs relating to loss of or damage to such material or equipment, unless such damage or loss has been caused by the Supplying Party or otherwise agreed in a written form.

Article Six

Results and Publications

1. Scientific works produced under this MOU by personnel of the two Parties can be made available to the general scientific community through international publications, seminars, lectures and conferences.
2. Whenever possible, joint publications are preferred.

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Article Seven

Intellectual Property Rights

1. Any Intellectual Property Rights brought by one of the Parties for implementation of the cooperation activities under this MOU ("Background IP") shall remain the property of that Party.
2. Any Intellectual Property Right related to inventions made jointly by the Parties under this MOU ("Foreground IP") shall be jointly owned by the Parties and both Parties shall be allowed to use such Foreground IP for non-commercial purposes free of royalty.
3. In performing the Project, each Party assumes only an obligation of means and no liability for the Results. Neither Party makes any warranty, express or implied as to any matter whatsoever including, without limitation, the accuracy, condition, originality, merchantability or fitness for any particular purpose of the Results, Data (as defined below) or any invention(s) or product(s), whether tangible or intangible, conceived, discovered, or developed in performing a Statement of Work. Nothing in this MOU may be construed as representation made or warranty given by a Party that the performance of a Statement of Work or the use of the Results, Data and/or the practice of any rights granted hereunder will not infringe the intellectual property rights of any third party.
4. Termination of this MOU shall not affect intellectual property rights and/or obligations linked to any data and information resulting from the activities conducted under this MOU, after termination.

Article Eight

Data Property and Data Policy

1. Without prejudice to third-party rights, Data acquired or generated by the joint cooperation ("Data") are owned by the Party who acquired or generated the Data, unless such Data were financed by the other Party, in which event the Data are owned by the other Party.
2. Each Party agrees to share its Data with the other Party for purposes of the activities covered by this Agreement. Each Party has the right to use the Data of the other Party for its internal research and education purposes.

Article Nine

Confidentiality

1. The Parties agree to execute the Projects in a spirit of openness. However, where, exceptionally, confidentiality is required, the following provisions shall apply:
2. Each Party shall treat as confidential any information provided to it by the other Party that is designated as confidential. Except as agreed otherwise in writing, this obligation shall continue for a period of five (5) years from the date of termination of this MOU or of the specific Statement of Work.

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3. The receiving Party shall:

- (i) not use confidential information for any other purpose than for the execution of this MOU or the specific Statement of Work;
- (ii) limit the circle of recipients of such confidential information on a need-to-know basis and ensure that the recipients are aware of and comply with the obligations as specified in this Article.

4. No confidentiality obligation shall apply to information which:

- (i) must be disclosed by law, regulation or court order;
- (ii) the receiving Party demonstrates was in the public domain prior to its communication by the disclosing Party;
- (iii) became part of the public domain after such communication but not through any fault of the receiving Party;
- (iv) was already in possession of the receiving Party at the time of signature of this MOU or of the specific Statement of Work;
- (v) has been lawfully received by the receiving Party from a third party without any confidentiality obligation; or
- (vi) has been developed by the receiving Party independently and outside the scope of this MOU or the specific Statement of Work.

Article Ten

Liability

1. Subject to Article 10.2, the responsible Party shall indemnify the other Party for its loss and damage resulting from gross negligence or wilful misconduct by the responsible Party, or a violation by the responsible Party of the rules of conduct and safety in force at the host Party.

2. Notwithstanding the foregoing, the Parties shall in no event be liable to each other for any consequential loss or damage, such as loss of income or of availability of data or installations.

Article Eleven

Duration and Termination

1. This MOU shall enter into force upon signature and shall remain in force for an initial period of one year. This MOU will automatically be prolonged up to five years at a time if not terminated

2. Either Party may terminate this MOU upon six months' written notice to the other Party / Parties.

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Article Twelve

Amendment




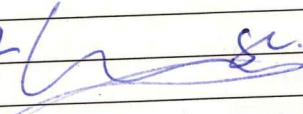
This MOU can be modified or amended only by mutual written consent.

Article Thirteen

Resolution of Conflicts

1. The Parties will attempt in good faith to resolve any controversy or claim arising out of, or relating to, this MOU.
2. If the Parties fail to resolve any such controversy or claim in the amicable fashion contemplated above, such controversy or claim will be submitted to the exclusive competence of the courts of the defendant's country of domicile and governed by the laws of that country, excluding conflict of law rules.

Signed in two originals

for the Université de Genève	for the Istituto Nazionale di Geofisica e Vulcanologia
Vice-Rector: Prof. Brigitte Galliot	President: Prof. Carlo Doglioni
Date:  22/02/2022	Date: 16.03.2022 
Director of the Department of Earth Sciences: Prof. Sébastien Casteltort	
Date: 04.03.2022 	



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ANNEX 1 : TEMPLATE OF STATEMENT OF WORK

STATEMENT OF WORK n°....
(hereinafter referred to as "SOW n° ...")

between

Istituto Nazionale di Geofisica e Vulcanologia
Via di Vigna Murata 605, 00143 Rome – Italy
(hereinafter referred to as "INGV")

and the

Université de Genève
Section of Earth and Environmental Sciences, Group of Crustal Deformation and Fluid Flow
24 rue du Général-Dufour, 1211 Genève 4 – Switzerland
(hereinafter referred to as "UNIGE")

(hereinafter jointly referred to as the "Parties")

Concerning

.....
.....

This Statement of Work n° ... (hereinafter referred as "SOW n°") is part of the MOU signed between the parties on ... with the purpose to specify the general terms of the collaboration between the Parties in the fields of research specified in Article 2 of the MOU.

In the absence of an express deviation in this SOW n°..., all terms and conditions set forth in the MOU shall apply to this SOW n°....

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Article One
Specific Research Project

The Parties agree to collaborate on the following joint research project (hereinafter, "the Project") :

.....
.....

The contribution of each of the Parties will be as follows.....

.....
.....
.....

Article Two
Scientific supervisors

The Parties designate the following scientific supervisors for the Project :

1. For INGV :

.....

2. For UNIGE:

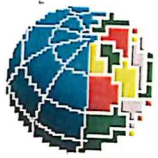
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Article Three
Funding and Financial Issues

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Article Four
Deviations from MOU

None/.....



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Article five
Entry into force and Duration

This SOW n°.. shall entry into force upon signature by the Parties and remains valid until

Signed in two originals

for the Université de Genève	for the Istituto Nazionale di Geofisica e Vulcanologia
Vice-Rector: Prof. Brigitte Galliot	President: Prof. Carlo Doglioni
Date: - 9 FEV. 2022	Date:
Responsable de Projet : Prof..... MATTEO LUPI	
Date : 4.3.22	11.03.2022

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