



INGV
terremoti
vulcani
ambiente

Direzione centrale
Affari amministrativi
e del Personale

ISTITUTO NAZIONALE
DI GEOFISICA E VULCANOLOGIA

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

Protocollo Generale - U

N. 0009523

del 24/07/2017



Gestione WEB

Ai Direttori di Struttura

Ai Direttori di Sezione

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

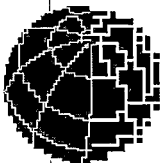
Al Presidente del CMCC

Alla Segreteria della Presidenza

Oggetto: Pubblicità atti

Si notifica in copia l'allegata Delibera n. 385/2017 del 13/06/2017 – Allegato I al Verbale n. 07/2017 concernente: Rinnovo Memorandum of Agreement Cina / Italia.

IL DIRETTORE
Tullio PEPE



Istituto Nazionale di Geofisica e Vulcanologia

Delibera n. 385/2017

Allegato I al Verbale n. 07/2017

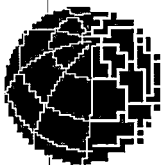
Oggetto: Rinnovo Memorandum of Agreement Cina/Italia.

IL CONSIGLIO DI AMMINISTRAZIONE

- **VISTO** il Decreto legislativo 29 settembre 1999, n. 381, concernente la costituzione dell'Istituto Nazionale di Geofisica e Vulcanologia (INGV);
- **VISTA** la Legge 27 settembre 2007, n. 165, concernente la "Delega al Governo in materia di riordino degli Enti di Ricerca";
- **VISTO** il Decreto legislativo 31 dicembre 2009, n. 213, concernente il "Riordino degli Enti di Ricerca in attuazione dell'art. 1 della Legge 27 settembre 2007, n. 165";
- **VISTO** il Decreto legislativo 25 Novembre 2016, n. 218, recante *"Semplificazione delle attività degli Enti Pubblici di Ricerca ai sensi dell'art. 13 della Legge n. 124/2015"*;
- **VISTO** lo Statuto dell'Istituto Nazionale di Geofisica e Vulcanologia approvato con delibera del Consiglio di Amministrazione, in data 11 novembre 2010 - pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana - Serie Generale n. 90 del 19 aprile 2011, in particolare, l'art. 6, comma 8, lettera s), il quale prevede che il CdA*approva le convenzioni e gli accordi quadro con le Università e con gli altri enti e organismi pubblici e privati, nazionali e internazionali*;
- **VISTO** il Regolamento di Organizzazione e Funzionamento dell'Istituto Nazionale di Geofisica e Vulcanologia emanato con Decreto del Presidente n. 503 del 14/10/2016 e pubblicato sul sito istituzionale;
- **VISTO** il Regolamento di Amministrazione, Contabilità e Finanza pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana - Serie Generale n. 113 del 18 maggio 2009;
- **VALUTATA** l'opportunità di procedere al rinnovo del Memorandum of Agreement in essere fra INGV, OGS, CMCC e Istituti Oceanografici Cinesi, per collaborazione in attività scientifiche di interesse comune;
- **CONSIDERATO CHE** l'attività da espletare rientra tra i compiti scientifici e istituzionali dell'INGV,

DELIBERA

L'approvazione del rinnovo del Memorandum of Agreement in essere fra INGV, OGS, CMCC e Istituti Oceanografici Cinesi, allegato alla presente quale parte integrante e sostanziale (allegato 1).



Istituto Nazionale di Geofisica e Vulcanologia

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

Letto, approvato e sottoscritto seduta stante.

Roma, 13/06/2017

La segretaria verbalizzante
(Sig.ra Silvana TUCCI)

Silvana Tucci

IL PRESIDENTE
(Prof. Carlo DOGLIONI)

Ocean and Climate Predictions Collaborative program (OCP-CP)

Memorandum of Agreement

This Agreement is made by and among:

The National Marine Environmental Forecasting Center, State Oceanic Administration of China, (NMEFC-SOA), located in No.8 Dahuisi Road, Haidian District, 100081, Beijing, China, represented by Prof. Hui Wang, Director-General;

and

Istituto Nazionale di Geofisica e Vulcanologia (INGV), Via di Vigna Murata 605, 00143 Rome, Italy, represented by Prof. Carlo Doglioni, President;

and

Istituto Nazionale di Oceanografia e di Geofisica Sperimentale (OGS), Borgo Grotta Gigante, 42/c, 34010 Sgonico (Trieste), Italy, represented by Prof. Maria Cristina Pedicchio, President;

and

Centro Euro-Mediterraneo sui Cambiamenti Climatici (CMCC), Via Augusto Imperatore 16, 73100 Lecce, Italy, represented by Dr. Antonio Navarra, President;

each a 'Party' to this Agreement

Witnessed that:

Whereas, NMEFC-SOA is a national government commonweal institute directly affiliated to the State Oceanic Administration. NMEFC-SOA has the missions of:

- Develop, operate and maintain the nation-wide ocean forecasting system and network;

- Prepare future development plan of the national forecasting system;
- Conduct quality verification of ocean forecasting products;
- Provide ocean forecast services to the public and industries;
- Collect, process, quality-control and store marine hydrological data on both national and global basis for forecasting purpose;
- Draft and publish 《Annual Bulletin of China's Marine Disasters》 ;
- Conduct researches mainly on: air-sea interaction; air-sea boundary layer; basic theories, methods and high techs related to ocean forecast, including numerical modeling.

Whereas, INGV endeavour in the following activities:

- Support scientific research on ocean monitoring/forecasting and their link with operational oceanographic services;
- Promote the transfer of operational oceanography expertise through training and education.
- Improve and further establish services to meet the requirements of environmental and maritime user groups;
- Consolidate and expand the Mediterranean Sea monitoring and Forecasting System (MFS) in its hydrodynamic components;
- Contribute to the development of the NEMO code and its applications to regional seas and its coupling with ocean waves;

Whereas, OGS endeavour in the following activities:

- Support scientific research on ocean monitoring/forecasting and their link with operational oceanographic services;
- Coordinate, improve and harmonize marine observations and information systems;
- Consolidate and expand the Mediterranean Sea monitoring and Forecasting System (MFS) in its biogeochemical components (within the COPERNICUS CMEMS initiative);
- Contribute to the development of Biogeochemical Flux Model and its application in regional and coastal areas;
- Develop/consolidate the scientific knowledge necessary to identify, model and quantify the dynamical processes essential for the forecast and prediction of the marine (eco)systems;
- Develop advanced numerical techniques for the data ingestion and the analysis of multivariate dataset (e.g. biogeochemical data assimilation);
- Promote the usage of the most advanced High Performance Computers techniques on large computing facilities (e.g. PRACE Tier 0 Class Supercomputers)
- Apply state-of-art scientific visualization techniques to ocean large dataset for data mining/data analysis and ocean literacy.

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Whereas, CMCC is a non-profit Foundation with the following objectives:

- Investigate and model our climate system and its interactions with society to provide reliable, rigorous, and timely scientific results to stimulate sustainable growth, protect the environment, and to develop science driven adaptation and mitigation policies in a changing climate.
- Develop operational oceanographic services for regional and coastal Seas and the applications to end-users;
- Develop global and regional coupled and uncoupled models for climate predictions including atmosphere, ocean, sea-ice, terrestrial and marine ecosystems
- Produce and analyze global climate scenarios and ensembles for climate change, seasonal and decadal variability.

Whereas, the Parties:

Address matters of common interest and implement similar tasks, which include training, awareness and dissemination of information

Declare their interest in establishing mutual co-operation, and therefore

Agree on the following arrangements set out hereunder:

Handwritten signatures in black ink, located at the bottom right of the page. There are two distinct signatures, one appearing to be 'ST' and the other a more stylized cursive signature.

Part A Objective

1. The Parties enter into this Agreement with a view to ensuring maximum coordination of their work and activities in respect of matters of common interest.

Part B Scope of Co-operation

2. As appropriate and within their respective terms of reference, data policies and limits of their existing work programmes and available budgets, the Parties shall endeavour to:
 - a) share information of their respective activities for the purpose, and within the scope, of this Agreement, subject to arrangements as may be necessary for safeguarding confidential information;
 - b) develop a strong network for training, personnel exchanges, organization of workshops, conferences and assistance in operational oceanography and climate change impact studies in shelf and coastal seas;
 - c) collaborate in the development of projects for ocean and climate predictions, increase the predictive skills and the applications stemming out of the ocean and climate operational services;
3. No Party of this Agreement shall be liable to any other Party for harm resulting from any use or misuse of the information it provides under this Agreement.

Part C Implementation

4. A OCP-CP Scientific Steering Group (OCP-CP-SSC) shall be established to serve as the coordinating body for the Parties to receive, evaluate and disseminate information. The OCP-CP-SSC shall consist of twelve experts, six from Chinese side and six from the Italian side, and shall be headed by two co-Chairs. The OCP-CP-SSC shall function as follows:
 - a) For all joint efforts under this Agreement the OCP-CP-SSC will serve as the contact point for organizing the relevant activities.
 - b) The OCP-CP-SSC shall be charged to select visiting scholars to the other Party once a year.
 - c) The OCP-CP-SSC will organise a workshop to exchange information about progress on the subjects of collaboration per year.

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- d) The OCP-CP-SSC shall be charged to write a report of the meetings that might be used to prepare joint papers or joint projects on the subjects of this agreement. The report will detail the specific actions taken, the progress made and the challenges encountered in achieving the goals stated herein, and will make recommendations for future actions.
5. The board and Co-chairs will be appointed by the Parties for a period of three (3) years.
6. Each Party may invite, with the consensus of the other Parties, other research groups and/or organisations to cooperate in order to implement specific projects and initiatives relevant to this Agreement

Part D

Intellectual Property

7. All intellectual property rights to any result generated in the course of activities under this Agreement, including but not limited to copyright, shall remain the property of the generating Party. In cases where the result is indivisible, such rights shall be held jointly by the relevant Parties on terms decided on a case-by-case basis through separate written agreements. In any event, the Parties shall use the data and other information provided under this Agreement exclusively to the extent necessary to achieve its express objectives.

Part E

Non-Waiver and Settlement of Disputes

8. Nothing contained in the present Agreement shall constitute a waiver, express or implied, of any privilege or immunity which any Party may enjoy. Any dispute among the Parties concerning the interpretation of application of the present Agreement shall be settled amicably. The Court of Rome, Italy, shall have sole jurisdiction to hear any disputes arising from this Agreement that cannot be settled amicably.

Part F

Entry into Force, Termination, Withdrawal and Amendment

9. This Agreement shall enter into force on the date of signature by all Parties and shall have a duration of three (3) years, renewable for an additional three (3) years if the Parties so commit in writing prior to its expiration.
10. This Agreement may be terminated by written agreement among the Parties. Should any Party wish to withdraw, it may do so with 30 days' advance written notice to all other Parties. Unless otherwise agreed, the withdrawal of any individual Party shall not affect the Agreement's validity *vis-a-vis* the remaining Parties.

11. This Agreement may be amended by written agreement among the Parties.

In witness whereof, the Parties sign this Agreement on the date(s) set forth below.

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