

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. 0013164

del 09/10/2017



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 Direttore della Ragioneria e Bilancio

Al Dott. Mario MATTIA

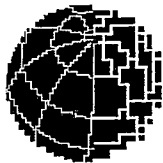
Al Dott. Marcello LIOTTA

Alla Segreteria della Presidenza

Oggetto: Pubblicità atti

Si notifica in copia l'allegata Delibera n. 436/2017 del 15/09/2017 – Allegato N al Verbale n. 09/2017
concernente: Memorandum of Understanding tra l'Observatoire Volcanologique de Goma
(Congo) e l'Istituto Nazionale di Geofisica e Vulcanologia.

IL DIRETTORE
Tullio FEPE



Istituto Nazionale di Geofisica e Vulcanologia

Delibera n. 436/2017

Allegato N al Verbale n. 09/2017

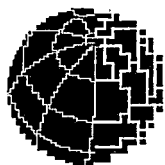
Oggetto: Memorandum of Understanding tra l'Observatoire Volcanologique de Goma (Congo) e l'Istituto Nazionale di Geofisica e Vulcanologia.

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 stipulare un Memorandum of Understanding con l'Observatoire Volcanologique de Goma (Congo);
- **CONSIDERATO CHE** l'attività da espletare rientra tra i compiti scientifici e istituzionali dell'INGV;
- **TENUTO CONTO** dei pareri scientifici prodotti dai competenti Direttori di Struttura e di Sezione dell'INGV,

DELIBERA

L'approvazione dello schema di Memorandum of Understanding tra l'Observatoire Volcanologique de Goma (Congo) e l'Istituto Nazionale di Geofisica e Vulcanologia, 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, 15/09/2017

La segretaria verbalizzante
(Sig.ra Silvana TUCCI)

Silvana Tucci

IL PRESIDENTE
(Prof. Carlo DOGLIONI)

CD

MEMORANDUM OF UNDERSTANDING (hereafter MoU)

BETWEEN

ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

ITALY

AND

OBSERVATOIRE VOLCANOLOGIQUE DE GOMA

ON

**MONITORING AND STUDY OF GEOPHYSICAL AND
VOLCANOLOGICAL PROCESSES AT VIRUNGA VOLCANOES,
LAKE KIVU**

AND RELATED HAZARDS (EAST AFRICAN RIFT SYSTEM)

The Istituto Nazionale di Geofisica e Vulcanologia (hereafter INGV) is the Italian institution responsible for geophysical and volcanological monitoring of volcanoes in Italy. The Observatoire Volcanologique de Goma (hereafter OVG) is the Congolese institution responsible for the geophysical and volcanological monitoring of Volcanoes in DR Congo, particularly the two presently active Nyiragongo and Nyamulagira volcanoes in the Virunga chain. The GVO is also studying surface and groundwater of the Virunga, and is thus in charge of the monitoring the geodynamics of the Lake Kivu basin, the stability of

the permanent stratification of Lake Kivu, and that of the huge amounts of CH₄ and CO₂ dissolved in its deep waters.

The INGV, represented by his President, Prof. Carlo Doglioni,

and

The OVG, represented by his Director General Prof. Katcho Karume,

both of them hereafter referred to as the Parties;

WHEREAS, the Parties are mutually interested in cooperation for the development of research activities related to:

- 1) the monitoring and the study of volcanoes and surface and ground waters in Virunga region;
- 2) improving the knowledge on the western branch of the East African Rift System;
- 3) establishing a tighter relationship between the two Institutions.

HAVE AGREED AS FOLLOWS:

ARTICLE 1 AGREEMENT

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

People officially responsible for INGV and for OVG are: Dr. Mario Mattia for geophysical monitoring and Dr. Marcello Liotta for volcanological monitoring at INGV; and Dr. Georges Mavonga Tuluka for geophysical monitoring and Dr. Charles Balagizi for volcanological monitoring at OVG.

ARTICLE 2 AREAS OF COOPERATION

The areas of cooperation are the following:

1. Initiate and pursue cooperative projects :

- for the study of the eruptive mechanisms and develop monitoring networks, i.e. geophysical and volcanological monitoring of the Virunga volcanoes;
 - for the study of the geodynamics of Lake Kivu and the monitoring of its permanent stratification and that of the gases dissolved in its deep waters.
2. Maintain and promote channels of cooperation and communication with the aim of realizing the exchange of seismological, geodetic, petrological and geochemical data.
 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 of the Parties:

1. Exchanging scientific and technical information in the field of seismology, geodesy, petrology, geochemistry and volcanology;
2. Exchanging researchers for lectures, talks, conferences, colloquia, symposia and sharing of scientific and technical experiences;
3. Designing and implementing cooperative research programs in the field of seismology, geodesy, remote sensing, petrology, geochemistry and volcanology, geohazards and risk assessment, technological developments and networking;
4. Encouraging direct contact between researchers;
5. Encouraging joint publication of research results in the fields of seismology, geodesy, petrology, geochemistry and volcanology;
6. Preparing, maintaining and upgrading seismological, geodetic, geochemical and other monitoring stations;
7. Initiating and developing exchange of seismological, geodetic, geochemical, petrological and volcanological data.

ARTICLE 4 OPERATIONAL AGREEMENTS

1. The activities to be carried out within this MoU will be defined through Operational Agreements.
2. The Operational Agreements will contain: a) detailed description of the activities; b) aims of the activities; c) terms and conditions; d) required time; e) people and facilities to be involved from both Parties; f) details on the financial support needed for carrying out all the activities; g) rules on the acquisition and dissemination of the acquired data as well as on the confidentiality of the exchange information for research purpose.

ARTICLE 5 RESPONSIBILITY OF THE PARTIES

Each Party will do its best effort for broadcasting the data toward the other Party with the best reliability and availability.

ARTICLE 6 FINANCIAL ARRANGEMENT

Financial arrangements shall be determined by Parties through the Operational Agreements.

ARTICLE 7 RESULTS AND PUBLICATIONS

Scientific works developed under this MoU owned by the INGV and OVG may be made available to the general scientific community through international publications, seminars, lectures and conferences.

ARTICLE 8 INTELLECTUAL PROPERTY RIGHTS

1. Any intellectual Property Rights brought by one of the Parties for implementation of the cooperation activities under this Memorandum of Understanding 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. Further, that Party shall be liable for

any claim made by any third Party on the ownership and legality of the use of the intellectual property rights which is brought in by the aforementioned Party for the implementation of the cooperation activities under this Memorandum of Understanding.

3. Any intellectual Property Right, data and information resulting from research activities conducted under this Memorandum of Understanding 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 Memorandum of Understanding 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 9 INSTRUMENTATION PROPERTY

1. All equipment and materials purchased on their own budget by each Party for the existing joint cooperation remain the property of the Party.
2. All equipment and materials purchased on the budget of a future collaborative project will remain the property of the Party where instrumentation will be installed.

ARTICLE 10 DATA PROPERTY AND DATA POLICY

The data acquired by the equipment and materials purchased by each Party for the existing joint cooperation shall be the property of the two Parties.

The policy of the data acquired by this equipment and materials for the existing joint cooperation follows the data policy of the equipment and materials of the owner Party.

ARTICLE 11 SETTLEMENT OF DISPUTE

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

1. This Memorandum of Understanding shall become effective on the date of its signing and it shall be valid for three (3) years. This MoU will expire at the end of the validity period. Thereafter, the Parties may sign a new MoU.
2. This Memorandum of Understanding may be amended at any time, subject to the prior written agreement of both Parties.
3. The termination of this Memorandum of Understanding shall not affect any other existing or prospective arrangements between the Parties or the validity of any contracts and/or activities.

ARTICLE 13
JOINT COMMITTEE

The President of the INGV and the Director General of OVG will designate a joint committee involved in the implementation of this MoU.

ARTICLE 14
MISCELLANEOUS

1. Matters not provided for by this Memorandum of Understanding shall be determined through mutual consultation and agreement by the Parties.
2. 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 Memorandum of Understanding and in the exchange of researchers, scientists, faculty members or students and technical staffs.

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding.

DONE in two (2) original documents in English language. Both documents are being equally authentic.

For

ISTITUTO NAZIONALE DI
GEOFISICA E VULCANOLOGIA

For

OBSERVATOIRE
VOLCANOLOGIQUE DE GOMA

Prof. Carlo Doglioni
President of INGV

Prof. Katcho Karume
Director General of OVG