



ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

il Direttore

Gestione WEB

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

Protocollo Generale - U
N. 0018598
del 22/11/2018

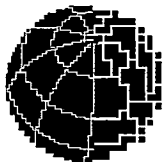


Ai Direttori dei Dipartimenti
Ai Direttori delle Sezioni
Al Responsabile Centro Servizi – Ufficio per il Coordinamento
delle attività a Supporto della Ricerca
Al Direttore della Direzione Centrale Ragioneria e Bilancio
Al Dott. Gianluca CECCUCCI
Alla Segreteria della Presidenza

Oggetto: Pubblicità atti

Si notifica in copia l'allegata Delibera n. 688/2018 del 31/10/2018 – Allegato P al Verbale n. 09/2018 concernente: Memorandum of Understanding between The Istituto Nazionale di Geofisica e Vulcanologia (INGV) e The Shanmugha Arts, Science, Tecnology & Research Academy (SASTRA).


Tullio PEPE



Istituto Nazionale di Geofisica e Vulcanologia

Delibera n. 688/2018

Allegato P al Verbale n. 09/2018

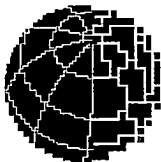
Oggetto: Memorandum of Understanding between The Istituto Nazionale di Geofisica e Vulcanologia (INGV) e The Shanmugha Arts, Science, Tecnology & Research Academy (SASTRA).

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 n. 424/2017 del Consiglio di Amministrazione, in data 15 settembre 2017 - pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana – Serie Generale n. 27 del 02 febbraio 2018 in particolare l'art. 8, comma 6, lettera f), il quale prevede che il CdA *"...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'Istituto Nazionale di Geofisica e Vulcanologia emanato con Decreto del Presidente n. 45 del 21/02/2018 e pubblicato sul sito istituzionale;
- **VISTO** il Regolamento di Amministrazione, Contabilità e Finanza pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana – Serie Generale n. 119 del 14 maggio 2018 e pubblicato sul sito istituzionale;
- **VALUTATA** l'opportunità di sottoscrivere il Memorandum of Understanding between The Istituto Nazionale di Geofisica e Vulcanologia (INGV) e The Shanmugha Arts, Science, Tecnology & Research Academy (SASTRA);
- **CONSIDERATO** che le Parti, con il presente Memorandum, istituiscono una cooperazione internazionale, finalizzato a garantire la ricerca, lo sviluppo tecnologico, le misure geofisiche, la formazione e i programmi educativi;
- **VISTI** i pareri favorevoli dei Direttori di Sezione e di Dipartimento,

DELIBERA

L'approvazione dello schema del Memorandum of Understanding between The Istituto Nazionale di Geofisica e Vulcanologia (INGV) e The Shanmugha Arts, Science, Tecnology & Research Academy (SASTRA), allegato alla presente quale parte integrante e sostanziale (all. 1).



Istituto Nazionale di Geofisica e Vulcanologia

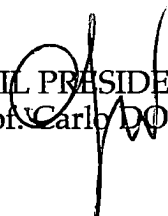
Viene dato mandato al Presidente dell'INGV alla sottoscrizione definitiva dell'atto in questione.

Letto, approvato e sottoscritto seduta stante.

Roma, 31/10/2018

La segretaria verbalizzante
(Sig.ra Silvana TUCCI)

Silvana Tucci


IL PRESIDENTE
(Prof. Carlo DOGLIONI)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING reached this thirteenth day of August 2018

BETWEEN

The Istituto Nazionale di Geofisica e Vulcanologia, shortly 'INGV' having its premises situated at Rome, ITALY, hereinafter called as party of ONE PART (which expression shall be deemed to include its executors, administrators, representatives and assigns)

AND

The SHANMUGHA ARTS, SCIENCE, TECHNOLOGY & RESEARCH ACADEMY, shortly 'SASTRA', a Deemed University constituted under Section 3 of UGC Act, 1956 of INDIA, having its main campus situated at Tirumalaisamudram, Thanjavur of State of Tamil Nadu, INDIA, hereinafter called as Party of the OTHER PART (which expression shall be deemed to include its executors, administrators, representatives and assigns) **AND**

HEREINAFTER the parties are referred to as 'INGV' and 'SASTRA' individually and as 'the Parties' collectively **AND**

WHEREAS INGV promotes and conducts research in the field of geophysical disciplines, including the study of the ionosphere through ground based measurements, data analysis, models, and the development of radar techniques in collaboration with public and private, national and international level universities and other research institutions **AND**

WHEREAS SASTRA involved in imparting value based higher education and promoting research as a tool for social and rural development with an objective to build an enlightened human society **AND**

WHEREAS an Understanding is reached between the parties as listed hereunder as Articles

Article 1- Requisite

The premises of the parties are an integral part of this Memorandum of Understanding.

Article 2 – Object

The purpose of the agreement is to use existing resources and expertise at the SASTRA University and at INGV to conduct research, technological development, geophysical measurements, training, and educational programmes.

The Parties shall endeavour to reach joint targets, through specific program agreements, indicating the procedures of mutual collaboration, the available human resources, equipment and financial resources.

With respect to each program the parties will name the individuals to be involved and their legal relationship with the Parties.

Article 3 – Results of intellectual property rights and/or industrial, scientific publications

3.1 – The Parties undertake to ensure that all individuals involved in SASTRA and in INGV collaborative scientific projects covered by this Memorandum of Understanding shall expressly declare their mutual cooperation in scientific publications and they give adequate emphasis in all communications to the outside, in particular through joint scientific publications, conference participations and shall share outreach and training resulting from such activities.

3.2 – The Parties shall examine together, based on actual contributions, the opportunity to proceed with the filing of any patents relating to the findings or inventions resulting from the collaborative science projects, without prejudice to the legal rights of the inventors. In any case the intellectual property relating to methodologies and studies and the result of collaborative science projects will be recognized on the basis of the contribution of each party. In this regard the parties will be governed by specific agreement.

Article 4 – Teaching

4.1 – The INGV will provide its staff, in accordance with the INGV clearance, and upon request, to collaborate in teaching at SASTRA. Any educational cooperation will be in compliance with the rules of the University and the Italian regulations in force.

4.2 – SASTRA may be entrusted no charge appointments to the research staff of INGV, for teaching additional courses or official.

Article 5 – Financial Obligation

5.1 – This Memorandum does not create any financial or other resource obligations on either of the Parties.

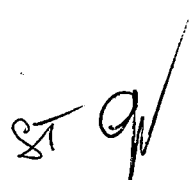
5.2 – The Parties agree that the financial implications of Projects shall be regulated within a Formal Agreement that deals with the specific project.

Article 6 – Work-Site

For the implementation of this Memorandum of Understanding, the principal places of work of the parties are identified, respectively as INGV Headquarters in Rome, Italy and SASTRA main campus in Tirumalaisamudram, Thanjavur, Tamil Nadu, India. In these locations the two Parts will host the other staff involved in collaborative activities under this Memorandum of Understanding. The staffs of either Party, who move to the Headquarters of the other for the performance of collaborative activities, are required to conform to the disciplinary regulations, safety and health protection in force in the host's body.

Article 7 – Join committee

In order to fulfil the previous article, INGV and SASTRA will each nominate two persons aiming to plan specific aspects of the collaboration to propose to the two Parties.



Article 8 – Liability

Each Party shall indemnify the other Party against any direct loss, destruction or damage of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of any of its employees or agents, but not liable for any indirect or consequential loss.

Article 9 – Termination

This Memorandum of Understanding may be terminated forthwith by either Party by giving notice in writing to the other party, specifically conveying its intention to terminate. Notwithstanding the termination of the Memorandum of Understanding, accrued rights or duties of either Party shall remain unaffected.

Article 10 – Confidentiality

Each Party shall treat as confidential all facts/data/information obtained from the other as a result of this Memorandum of Understanding and shall not disclose such facts/data/information to any person without the other Party's prior written consent. This article shall not apply to any facts/data/information, which was legitimately possessed by such party prior to the signing of this Memorandum of Understanding or which forms part of public domain or shall become so at a future date, otherwise than as a result of a breach of this article, or which is trivial or obvious. Each Party shall ensure that all its employees comply with the provisions of this Article. The foregoing obligations as to confidentiality shall survive any termination of this understanding for a period of 5 years.

Article 11 – Disputes Settlement

Any dispute or claim arising out of or in connection with this Memorandum of Understanding or the performance, breach or termination hereof, shall be finally settled by binding arbitration conducted in India by a Panel consisting of three arbitrators, wherein one arbitrator shall be appointed by each Party and the third arbitrator shall be appointed jointly by the Parties. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall govern the arbitration. The award of arbitration shall be binding both the parties and shall be final.

IN WITNESS WHEREOF, each of the parties has caused this Memorandum of Understanding to be duly executed and delivered as of the day and year first above written.

Witness:

Signed for and behalf of INGV
Dott. Carlo Doglioni
INGV- Presidente

Witness:

Signed for and behalf of SASTRA
Dr. Swaminathan
Dean Sponsored Research

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