



ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

il Direttore

Gestione WEB

Ai Direttori di Struttura
Ai Direttori di Sezione
Al Responsabile Centro Servizi – Ufficio per il Coordinamento
delle attività a Supporto della Ricerca
Alla Segreteria della Presidenza

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

Protocollo Generale - U

N. 0001514

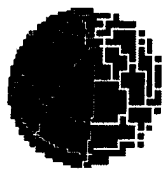
del 02/02/2018



Oggetto: Pubblicità atti

Si notifica in copia l'allegata Delibera n. 530/2018 del 23/01/2018 – Allegato I al Verbale n. 01/2018 concernente: Memorandum of Understanding tra The University of Malta e l'Istituto Nazionale di Geofisica e Vulcanologia (INGV).

Tullio PEPE



Istituto Nazionale di Geofisica e Vulcanologia

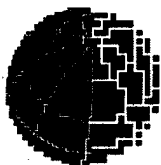
Delibera n. 530/2018

Allegato I al Verbale n. 01/2018

Oggetto: Memorandum of Understanding tra The University of Malta e l'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);
- **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;
- **CONSIDERATO** che l'Università di Malta è impegnata nella ricerca nel campo delle scienze della terra, attraverso il Dipartimento di Geoscienze, ubicato all'interno della Facoltà di Scienze, che ha gli insegnamenti di geologia e di geofisica, come aree di ricerca primaria;
- **VALUTATA** l'opportunità di sottoscrivere *Memorandum of Understanding* tra The University of Malta e l'Istituto Nazionale di Geofisica e Vulcanologia (INGV);
- **CONSIDERATO** che le Parti, con il presente *Memorandum of Understanding*, istituiscono una cooperazione tra Pubbliche Amministrazioni, ai sensi dell'articolo 15 della legge 7 agosto 1990, n. 241, finalizzata a garantire il conseguimento dell'interesse pubblico nella ricerca scientifica;
- **CONSIDERATO** che l'attività da espletare rientra tra i compiti scientifici e istituzionali dell'INGV;
- **VISTI** i pareri favorevoli dei Direttori di Sezione e di Struttura,



Istituto Nazionale di Geofisica e Vulcanologia

DELIBERA

L'approvazione dello schema del *Memorandum of Understanding* tra The University of Malta e l'Istituto Nazionale di Geofisica e Vulcanologia (INGV), allegato alla presente quale parte integrante e sostanziale (allegato 1).

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

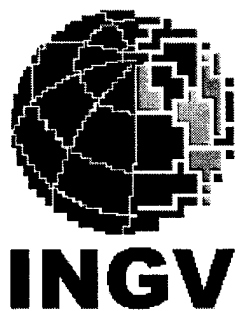
Letto, approvato e sottoscritto seduta stante.

Roma, 23/01/2018

La segretaria verbalizzante
(Sig.ra Silvana TUCCI)

Silvana Tucci

IL PRESIDENTE
(Prof. Carlo DOGLIONI)



L-Università
ta' Malta

MEMORANDUM OF UNDERSTANDING

Between the Istituto Nazionale di Geofisica e Vulcanologia **and** the University of Malta

A Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this *1st* day of February of the year two thousand and eighteen (2018) (hereinafter the "Effective Date")

BETWEEN

The Istituto Nazionale di Geofisica e Vulcanologia (hereinafter referred to as "INGV"), having its registered office at Via di Vigna Murata 604-00143 Roma, hereby represented by its President Professor Carlo Doglioni;

AND

The University of Malta (hereinafter referred to as "UM"), having its registered office at Msida, MSD 2080, hereby represented by its Rector, Professor Alfred Vella,

Hereinafter referred to collectively as the "**Parties**" and individually as the "**Party**".

Preamble

WHEREAS INGV's main mission is to monitor geophysical phenomena in both the solid and fluid components of the Earth;

WHEREAS the UM is committed towards research in the field of earth-related sciences through the Department of Geosciences within its Faculty of Science, which Department has amongst others geology and geophysics as primary research areas;

WHEREAS the Parties therefore share a common interest in the field of earth sciences and there is furthermore already an existing relationship between them;

WHEREAS the Parties desire to foster their relationship and, to this end, to encourage a continued mutually-beneficial collaboration to serve as the basis for present and future cooperation on a range of academic and scientific activities related to the field of earth sciences.

NOW THEREFORE the Parties mutually agree to the following:

1. Purpose

ST CH

The purpose of this MoU is to foster the relationship that already exists between the Parties, thereby encouraging a continued mutually-beneficial collaboration between them.

2. Objectives

2.1 The mutually-beneficial collaboration envisaged in the present MoU may be implemented by the Parties:

- (a) Through the exchange of scientific and technical experience and knowledge in the fields of general seismology and geophysics, geohazards, TSUNAMI HAZARD AND WARNING, geology, geochemistry, operational oceanography and forecasting, ocean and climate modeling, and any other earth-related fields which the Parties may agree upon;
- (b) By facilitating the exchange of data for the benefit of joint research and the advancement of knowledge about the Mediterranean region;
- (c) By exploring the possibility of postgraduate work/research to be undertaken by the students of the UM at a suitable INGV centre in Italy, on topics and subjects of common interest to both Parties;
- (d) By exploring the possibility of jointly seeking funding from and participating in national and European Union research programs;
- (e) Through the organization of joint conferences, seminars and lectures on pertinent topics to the subject-matter of this MoU;
- (f) By facilitating the use of relevant equipment and infrastructure of both Parties for education and training purposes;
- (g) Through any other activity that may be implemented within the context and scope of the present MoU that the Parties deem to be mutually-beneficial.

2.2 The terms under which the activities envisaged in sub-articles (a), (b), (c), (d), (e) and (f) and any other activity proposed in terms of sub-article (g) will be implemented shall be discussed and agreed upon in writing by the Parties prior to the initiation of any such activity. The resulting written agreements shall be legally binding and shall, *inter alia*, specify the nature of joint activities, any financial arrangements and any allocation of intellectual property rights, and be annexed to the present MoU.

2.3 The provisions of any such legally-binding agreements referred to in the previous sub-article 2.2 shall be separate from the provisions contained within the present MoU. Any such agreement shall be governed solely and exclusively by its own provisions, and shall, unless otherwise explicitly stated in the same, survive the termination and/or expiration of the present MoU.

3. Term and Termination

3.1 The present MoU shall have a duration of five (5) years from the Effective Date.

ST ew

3.2 Each Party may withdraw from this MoU by giving the other Party six (6) months' notice in writing. Unless otherwise agreed upon in writing, the decision to terminate the MoU shall not affect any ongoing projects and/or activities being implemented in terms of Article 2, which ongoing projects and/or activities shall therefore remain enforceable until full achievement thereof.

4. Amendment

4.1 The present MoU may be amended by mutual written consent of both Parties.

5. Financing

5.1 The Parties agree that the collaboration envisaged through and by virtue of the present MoU does not create and/or impose any financial obligations and/or commitments and/or any exchange of funding, including in the form of reimbursement or contribution of funds, on and/or between the Parties.

6. Communication

6.1 The Parties undertake to assign a point of contact to manage the collaboration proposed in and by virtue of this present MoU. Any notices to be sent to the INGV shall be addressed to *name* at *address*, and any notices to be sent to UM shall be addressed to *name* at *address*.

7. Confidentiality

7.1 Both Parties are aware that in the course of any collaboration pursuant to and in furtherance of the present MoU they may have access to and be entrusted with information in respect of the business and affairs of the other Party, all of which information is or may be confidential ('Confidential Information').

7.2 The Parties shall not divulge any Confidential Information, nor shall any Party at any time make use of such information other than what is required for implementing this MoU. Provided that the obligation not to disclose shall not apply in relation to those persons who need to know the Confidential Information for the purpose of implementing any collaboration pursuant to this MoU on condition that they respect the obligations of confidentiality imposed by this Article 7. Provided further that the obligation not to disclose shall also not apply if such disclosure is required by law or by a Court of law or is approved for disclosure in writing by the Party to whom the Confidential Information relates.

7.3 The obligations undertaken by the Parties in pursuance of this Article 7 shall subsist and survive the termination or expiration of this present MoU.

8. Publicity

8.1 Each Party to the present MoU may not use the name, trademark and logo of the other Party in any publicity or advertising material including news release relating to the collaboration envisaged by this MoU, without the prior and express written consent of such other Party.

General Provisions

9. The Parties agree that the present MoU does not create, give effect to or otherwise imply any partnership, agency, exclusive rights, a joint venture or any other type of legal entity or personality under which either Party may be deemed to be responsible for the acts or omissions of the other Party.

10. Nothing in this MoU shall be construed as an exclusive working relationship and the Parties acknowledge that either Party may enter into identical or similar agreements with third parties both during and after the duration of this present MoU.

11. This MoU constitutes the whole agreement between the Parties relating to its subject-matter, and thus supersedes any and all other written and/or oral agreements between the Parties about such subject-matter.

12. The provisions of this MoU are not intended to be legally-binding.

13. The parties agree that this Memorandum is entirely subject to Italian law which governs its conclusion, execution and termination, and will be interpreted according to which, even at the end of the resolution of disputes arising therefrom.

This MoU is done in English and signed by the authorized representatives of each Party in two originals, of which the Parties take one each.