



ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

il Direttore

Gestione WEB

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

Protocollo Generale - U

N. 0005805

del 23/04/2018



Al Responsabile del Progetto EMSO

Dott.ssa Laura BERANZOLI

Al Direttore della Direzione Centrale Ragioneria e Bilancio

Dott. Gianluca CECCUCCI

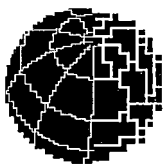
All'Ufficio Legale Internazionale -

Dott.ssa Agata SANGIANANTONI

Oggetto: Pubblicità atti

Si notifica in copia l'allegata Delibera n. 551/2018 del 12/03/2018 – Allegato C al Verbale n. 02/2018 concernente: Accordo di collaborazione tra l'Istituto Nazionale di Geofisica e Vulcanologia e EMSO ERIC.

Tullio PEPE



Istituto Nazionale di Geofisica e Vulcanologia

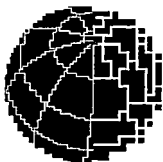
Delibera n. 551/2018

Allegato C al Verbale n. 02/2018

Oggetto: Accordo di collaborazione tra Istituto Nazionale di Geofisica e Vulcanologia e EMSO ERIC.

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'articolo 13 della legge 7 agosto 2015, n. 124";
- **VISTO** lo Statuto dell'Istituto Nazionale di Geofisica e Vulcanologia emanato con delibera del CDA del 15 settembre 2017, n. 424 e pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana - Serie Generale n. 27 del 2 febbraio 2018 e in particolare l'art. 2 co. 5 e l'art. 4 co. 1 lett. d);
- **VISTO** il Regolamento (CE) n. 723/2009 del Consiglio dell'Unione Europea e successive modifiche e integrazioni relativo al quadro giuridico comunitario applicabile ad un consorzio per un'infrastruttura europea di ricerca (ERIC);
- **VISTA** la nota del 05.10.2016, MIUR .AOODGRIC.REGISTRO UFFICIALE(U). 0020667, con la quale il Capo Dipartimento per la Formazione Superiore e per la ricerca del MIUR, Prof. Mancini riconosce il ruolo dell'INGV, in qualità di Representing Entity;
- **VISTA** la decisione di esecuzione (UE) 2016/1757 della Commissione, relativa all'istituzione di un consorzio per un'infrastruttura europea di ricerca relativo all'Osservatorio multidisciplinare europeo del fondo marino e della colonna d'acqua - ERIC EMSO, pubblicata sulla Gazzetta Ufficiale Europea del 1 Ottobre 2016;
- **VISTO** l'art. 16 dello Statuto di EMSO ERIC, che disciplina le risorse di cui al comma 1 lett. a) e b) che sono, tra l'altro, composte da contributi annuali finanziari e in natura dei Membri e degli Osservatori, da contributi volontari supplementari dei Membri o degli Osservatori;
- **VISTO** il Decreto Ministeriale per il riparto del Fondo ordinario per gli Enti e le Istituzioni di ricerca, con il quale il MIUR ripartisce i finanziamenti necessari per la partecipazione italiana agli ERIC sotto la voce «attività di ricerca valenza internazionale» e in particolare, l'art. 1 comma 3 che prevede testualmente " I contributi per la partecipazione agli ERIC, o ai progetti da questi realizzati, sia nella forma in-kind sia di contributi finanziari a valere sul FOE, questi ultimi come determinati nella relativa tabella riferita alle "Attività di ricerca a valenza internazionale" costituiscono a tutti gli effetti quota di entrata dei bilanci dei medesimi ERIC, anche mediante eventuale trasferimento diretto";



Istituto Nazionale di Geofisica e Vulcanologia

- **VISTA** la nota del 15/01/2018, assunta al protocollo INGV con numero 567/2018, con la quale il Direttore Generale di EMSO ERIC, prof. Danobeitia, ha comunicato la delega ricevuta dall'Assemblea dei Membri di avanzare la richiesta dell'in-kind contribution delle risorse umane per l'anno 2018, con l'indicazione dei profili professionali e l'impegno stimato;
- **VISTA** la nota del 30/01/2018, prot. n. 188, con la quale la dott.ssa Laura Beranzoli, Responsabile scientifico dei fondi EMSO MIUR, ha trasmesso una proposta del personale INGV, in possesso dei requisiti curricolari e professionali richiesti per il Central Management Office, previa acquisizione del consenso degli interessati;
- **TENUTO CONTO** che la finalità dell'In-kind Contribution delle risorse umane in favore di EMSO ERIC si rinviene non solo nell'assolvimento degli obblighi dell'Italia derivanti dallo Statuto e da decisioni assembleari del Consorzio ma, anche in una positiva ricaduta per l'INGV in termini di ampliamento delle possibilità di accrescimento del valore delle risorse INGV nonché, di qualità, internazionalità, cooperazione e innovazione dell'attività di ricerca e tecnologica;
- **VISTO** lo schema di Accordo allegato e le disposizioni in esso contenute;
- **VALUTATA** l'opportunità di sottoscrivere l'Accordo suddetto con EMSO ERIC;
- **RITENUTO** che l'INGV intende promuovere, sostenere e supportare EMSO ERIC al fine di rappresentare in modo adeguato l'impegno assunto dall'Italia;
- **VALUTATO** il valore aggiunto per l'INGV che EMSO ERIC implica e le esigenze scientifiche, gestionali e tecnologiche dell'Istituto;
- **SENTITO** il Collegio dei Revisori dei Conti;

DELIBERA

Per i motivi indicati in premessa e al fine di rappresentare in modo adeguato l'impegno assunto dall'Italia, è approvato lo schema di Accordo, allegato alla presente, quale parte integrante e sostanziale. Viene dato mandato al Presidente alla sottoscrizione definitiva dell'atto.

Letto, approvato e sottoscritto seduta stante.

Roma, 12/03/2018

La segretaria verbalizzante
(Sig.ra Antonella CIANCHI)

IL PRESIDENTE
(Prof. Carlo DOGLIONI)



Collaboration Agreement
for the management of the Italian Contribution
to EMSO ERIC Research Infrastructure

9/0

THIS AGREEMENT is made BETWEEN

ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA, established in **Via di Vigna Murata 605, 00143 Roma (Italy)**, Fiscal Code and VAT number 06838821004 and represented by the President Prof. Carlo Doglioni, hereinafter referred to as "INGV"

AND

EMSO ERIC, established in **Via di Vigna Murata 605, 00143 Roma (Italy)**, Fiscal Code 97908370584 and VAT number IT14062811006 represented by the Director General Prof. Juanjosè Dañobeitia, hereinafter referred to as "EMSO ERIC"

hereafter collectively referred to as "the Parties"

PREAMBLE

- WHEREAS INGV has the aim among its institutional tasks to promote and carry out research activities in the field of geosciences and disseminates the activity results also in collaboration with universities and research centres and other public, private, national, European, extra-European and international entities;
- WHEREAS EMSO ERIC, European Multidisciplinary Seafloor and water column Observatory European Research Infrastructure Consortium with headquarters in Rome has been established by eight Countries: France, Greece, Ireland, Italy, Portugal, Romania, Spain, United Kingdom;
- WHEREAS EMSO ERIC aims to establish, coordinate, facilitate and optimize the use of pan-European facilities and sea operation resources in order to ensure maximum benefit to the ocean observation scientific community;
- CONSIDERING that according art. 9, paragraph 4 of the consolidated Regulation (EC) no. 723/2009 of 25 June 2009 on the Community legal framework for a European Research Infrastructure Consortium (ERIC) amended by Council Regulation (EU) no 1261/2013 of 2 December 2013, any Member State may be represented by one or more public entities, including regions or private entities with a public service mission, as regards the exercise of specified rights and the discharge of specified obligations as member of the ERIC;
- CONSIDERING that INGV, according Annex 5 of the EMSO ERIC Statutes, is the Italian Representing Entity;
- CONSIDERING that EMSO ERIC shall coordinate and manage contributions in goods, staff secondment, in-kind contributions and monetary contributions;
- CONSIDERING that EMSO ERIC and INGV are willing to collaborate for pursuing the common scientific, technological and management objectives and the implementation and operation

of the EMSO ERIC including the Central Management Office, hereafter referred as to CMO, the organisational ERIC body providing assistance to EMSO ERIC Director General;

- CONSIDERING the request of EMSO ERIC Director General of INGV in-kind contribution for 2018 has been submitted to and approved by the Assembly of Members during the 6th meeting held in Rome on January 12th 2018;
- CONSIDERING that according the provisions of article 12 of Decreto Legislativo number 213/2009, as well as article 16 of INGV internal Regulation of Human Resources the INGV decision-making body may approve appropriate measures in order to promote interactions and experiences with public and private sector for its employees;
- CONSIDERING that according article 4 of the INGV Statutes the Italian participation to ERICs is also ensured through the in-kind Contribution of its staff;
- CONSIDERING that INGV has identified the personnel compliant with the skills required by EMSO ERIC;
- CONSIDERING that the Italian Ministry for Education University and Research (MIUR) has provided INGV the annual funds dedicated to the participation to ERICs and to projects implemented by the ERICs;
- CONSIDERING that the INGV decision-making body has approved the draft of the current Agreement;

HAVE AGREED AS FOLLOWS:

ART. 1 – PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to regulate the collaboration among the Parties in the framework of the Italian commitment and contribution to EMSO ERIC.

This Agreement shall in particular:

- i. Promote joint participation to projects for strengthening the basic knowledge and the qualification of human capital as well as a better exploitation of existing and emerging excellences;
- ii. Promote a collaborative process through which qualified human resources of INGV will support directly and indirectly the operation of EMSO ERIC;
- iii. Encourage and enhance forms of collaboration between the public research sector and European Research Infrastructures for strengthening aggregative experiences and integration of research-training-innovation systems;
- iv. Favour internationalization processes of research by developing a coordinated system of actions and synergies between the Parties in order to increase their levels of competitiveness.

ART. 2 - OBJECTIVES AND PRINCIPLES

This agreement sets out the collaboration framework defining the terms and conditions under which the Parties shall interact for mutual benefit.

INGV, according to the principle of the loyal cooperation, shall execute the decisions of the Italian Government.

The Parties shall collaborate on the definition and the management of the Italian contribution to EMSO ERIC.

ART. 3 – FINANCIAL CONTRIBUTION

INGV shall ensure the financial contribution needed for the Italian participation in EMSO ERIC by means of the annual dedicated funds received from the Italian Ministry for Education University and Research (MIUR). According to article 9 of the EMSO ERIC Statutes the initial monetary contribution of Members to EMSO ERIC shall be established in Annex 3 and Annex 4. After year 3 of EMSO ERIC operation, the minimum contribution to be made by each Member in each year of operation shall be established annually by the Assembly of Members with 2 year's advance notice; i.e. decisions taken in year n shall apply to year $n+2$. This shall be without prejudice to the initial contributions of Members during the initial Set-up Phase. Preliminary estimated contributions for years 4 and 5 are provided in Annex 3 of the Statutes, based on the assumption of flat funding, which will need to be revisited to ensure sustainability.

The Parties agree that for each financial year EMSO ERIC Director General shall send a debt note to INGV and as a consequence, INGV decision-making body shall approve and authorize the transfer of funds.

INGV, as Italian Representing Entity, may transfer additional financial contribution for EMSO ERIC special needs upon prior discussion and approval of the Assembly of Members.

ART. 4 - IN-KIND CONTRIBUTION

An in-kind Contribution is a non-cash contribution provided by a Member to EMSO ERIC through the respective Representing Entity, and represents the provisions of goods, services, work space and human resources, and Intellectual Property.

a) Human resources.

The in-kind Contribution of INGV is not limited to the fulfilment of the obligations in charge of Italy as Representing Entity and Host Country but is also aimed at achieving a positive fallout for INGV in terms of widening the possibilities for increasing the value of its staff resources in terms of professional skill and international dimension, and cooperative and innovative research activities.

The in-kind Contribution of INGV shall be agreed on annual base with a separate provision.

It is agreed that for each financial year EMSO ERIC, upon approval of the Assembly of Members shall transmit to INGV a formal request of the in-kind professional profiles needed for the full operation of the CMO.

INGV decision-making body shall identify the human resources in compliance with the skills required by EMSO ERIC and will propose a list of personnel that will be submitted to the in writing approval of its Director General.

For special needs the above list of personnel may be integrated with additional professional profiles upon request of EMSO ERIC.

The Parties agree that for 2018 the INGV human resources needed for the initial operation of the EMSO ERIC CMO, are identified in the Annex 1.

INGV is committed to guarantee the staff the necessary facilities and services for the work accomplishment at INGV premises.

INGV may use a special code on the INGV electronic time-sheets to mark the office hours worked by the in-kind staff in favor of EMSO ERIC.

The basic and ancillary wage of the above listed staff is fully charged to INGV in compliance to the National Research Work Contract.

INGV will continue to fulfil the social security and insurance obligations, including those relating to the coverage of civil liability towards third Parties and will continue to bear the costs arising from any disputes that might arise in any way in relation to the employment relationship of the assigned personnel.

EMSO ERIC will be able to provide at its own expense any eventual additional compensation.

b) Goods and services

According to the provision of Art. 2 of EMSO ERIC Statutes, EMSO ERIC shall establish, coordinate, facilitate and optimise the use of pan-European facilities and sea operation resources in order to ensure maximum benefit to the ocean observation community, and shall optimise access to ocean observatory infrastructures and data, coordinate and manage contributions in goods.

The Parties agree that in compliance with its Statutes, EMSO ERIC shall integrate fixed-point ocean observatories around Europe, to help coordinate the extension and upgrading of these facilities and to facilitate the planning and deployment of new ones.

INGV, as Italian Representing Entity and Coordinator of the Italian Joint Research Unit EMSO-ITALIA (see Art. 7 below), jointly with the institutions participating to the Joint Research Unit, owns, manages and ensures the operation of the Italian regional facilities including the Italian fixed-point ocean observatories already recognised as part of EMSO pan-European infrastructure.

INGV may confer goods and services as In-Kind Contribution upon approval of INGV decision-making body and under terms and conditions agreed in writing.

It is recognised that for each financial year, INGV will provide EMSO ERIC with a report about the conferred goods and services.

#

c) Work space

Hosting INGV the Statutory Seat of EMSO ERIC upon approval of INGV decision-making body, INGV allows the ERIC staff as well as to in-kind staff, visitors the use of suitable work space such as offices, meeting rooms, library, laboratories, workshops, intranet and web connections and related facilities, parking rooms, canteen and bar to mention some.

Annex 2 describes the current conferred workspaces.

A separate Agreement will define the overall workspaces to host EMSO ERIC Headquarters.

ART. 5 – RESEARCH ASSOCIATION

A Research Association is the formal acknowledgement by one of the Party of a free of charge collaboration with a staff unit (Researcher, Manager, Technician, Expert) from the other Party on a specific activity. INGV and EMSO ERIC promote the mutual association of their respective personnel. Each Party, upon association acknowledgement, guarantees the travel and accommodations expenses of the associated staff.

ART. 6 - REGIONAL TEAM

As part of the collaboration between EMSO ERIC and INGV and in compliance with the EMSO ERIC Implementing Rules, INGV will formalize the list of the personnel participating to EMSO ERIC Service Groups and to the Regional Teams and operating and managing the regional facilities.

The INGV Researchers, Engineers and Managers participating to the Regional Team shall be acknowledged as research associated. The same for Researchers, Engineers and Managers belonging to the institutions participating to the Joint Research Unit EMSO-ITALIA.

A separate written agreement will define the activities and the list of team members.

ART. 7 – EMSO-ITALIA JRU

INGV is charged of the coordination of the Joint Research Unit EMSO-ITALIA, hereafter referred as to JRU.

The JRU is aimed at promoting and facilitating the Italian involvement in the implementation of EMSO research infrastructure and at supporting the participation of the national scientific community also for the sake of a return of the Italian investment.

EMSO-ITALIA coordinates and helps in forming the Italian contribution through the survey and efficient integration of the resources of the institutions participating to the JRU, also eligible as in-kind contribution to EMSO ERIC. EMSO-ITALIA may develop activities related to the EMSO infrastructure construction according to specific work-plans agreed within the JRU. In particular, the JRU may participate to the European Commission research programs including specific calls aimed at the construction and scientific and technological use of EMSO.

In order to ensure the Italian involvement and effective contribution in the implementation of EMSO research Infrastructure, INGV may transfer financial contributions to the Members of the JRU through separated Agreements. Those financial contributions shall originate from the annual funds received from MIUR and specifically dedicated to EMSO and shall constitute an in-kind Contribution to EMSO ERIC.

To this end INGV, shall interact, report and transmit an annual report to EMSO ERIC of the overall issues and activities of the JRU.

ART. 8 – START AND DURATION

This Agreement shall come into force on the date of last signature of the Parties.

The duration of this Agreement is three (3) years.

ART. 9 – CONTACT PERSONS OF PARTIES

For the official communications related to this Agreement, the Parties have designated the following contact persons:

Contact person for EMSO ERIC: Director General

Contact person for INGV: Director General

All notices under this Agreement will be given in writing.

ART. 10 – INTELLECTUAL PROPERTY

The Parties shall comply with applicable legislation on Intellectual Property, data and privacy protection.

The intellectual property rights of data and other knowledge produced and developed within the activities of this Agreement shall jointly belong to the Parties.

The scientific production carried out by the staff assigned in-kind Contribution, and by the associated staff will report the double affiliation INGV and EMSO ERIC.

ART. 11 – GOVERNING LAW- DISPUTES

This Agreement shall be governed by Italian law.

All disputes between the Parties in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve between themselves, shall be finally settled by the Rome Courts.

ART. 12 – ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties subject and supersedes all previous eventual proposals, both oral and written, negotiations, representations, commitments, writings and all other communications among the Parties.

This Agreement may not be released, discharged or modified except by an instrument in writing signed by the Parties.

Prof. Carlo Doglioni
INGV President

Prof. Juanjosè Dañobeitia
EMSO ERIC Director General

ANNEX 1

Human resources allocated as In-Kind by INGV to EMSO ERIC for 2018

Name and Profile		CMO profiles requested by EMSO ERIC	Task description	Expected Person-months/year*
Paola Materia	Technologist	Grant and Project Officer	management of the current and upcoming projects (e.g., EMSO Link), new project call scouting, project proposal drafting	10,00
Laura Beranzoli	Technology Director	Science and Operation Officer	support to the of the start-up phase of the ERIC operational bodies (Executive Committee and Service Groups)	3,00
Laura Beranzoli	Technology Director	Liason with Hosting Institution	support to the institutional relations between ERIC and INGV (Italian Representing Entity)	1,00
Agata Sangianantoni	Technologist			1,00
Francesca Di Laura	CTER	Graphic Designer	Support to communication activities	2,00
Nicola Marcucci	CTER	ICT technician	Service support	2,00
		TOTAL		19,00

* In compliance to the current provisions of INGV internal rules on working-time (person-months)

ANNEX 2

Workspaces allocated to EMSO ERIC and regulations

1) Access to INGV offices

EMSO ERIC own and In-Kind staff are allowed to access to INGV offices during the working days between 7:30 and 20:30

2) Offices location, workspaces and equipment allocated to EMSO ERIC:

Offices n. 1047, n. 1051, n. 1068 located at the first floor in Building 3 of INGV premises in Via di Vigna Murata 605, Rome, equipped with

- intranet connection physical and wifi
- 4 phone extensions with 4 phone devices: (2 extensions 2 devices for office 1047)
- 5 desks (2 desks for office n. 1047, 2 desks for office n. 1051)
- 3 desktop PC
- 4 bookshelf modules for office n. 1047
- 3 bookshelf modules for office n. 1051
- 3 bookshelf modules for office n. 1068
- 4 chairs for office n. 1047
- 2 chairs for office n. 1051
- 4 chairs for office n. 1068
- 4 chest of drawers (2 for office n. 1047)

3) Facilities made available to EMSO ERIC own staff and in-kind

The following facilities shall be accessible to EMSO ERIC own and In-Kind staff under INGV internal regulation for a correct, diligent and respectful use:

- Printers, fax and copy machines
- Copy service
- Meetings Rooms and related equipment such as PC, projectors, teleconference systems
- Access to bar and canteen services
- Parking space (car plates shall be communicated)