



ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

il Direttore

Gestione WEB

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

Protocollo Generale - U
N. 0005939
del 24/04/2018



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

Oggetto: Pubblicità atti

Si notifica in copia l'allegata Delibera n. 556/2018 del 12/03/2018 – Allegato H al Verbale n. 02/2018 concernente: Scientific and Academic Collaboration Framework Agreement between Istituto Nazionale di Geofisica e Vulcanologia (Italy) and Centro de Investigación Científica y de Educación Superior de Ensenada, Baja California, Mexico.

Tullio PEPE



Istituto Nazionale di Geofisica e Vulcanologia

Delibera n. 556/2018

Allegato H al Verbale n. 02/2018

Oggetto: SCIENTIFIC AND ACADEMIC COLLABORATION FRAMEWORK AGREEMENT BETWEEN ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA (ITALY) AND CENTRO DE INVESTIGACIÓN CIENTÍFICA Y DE EDUCACIÓN SUPERIOR DE ENSENADA, BAJA CALIFORNIA, MEXICO.

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 (ROF) dell'Istituto Nazionale di Geofisica e Vulcanologia vigente;
- **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 sottoscrivere SCIENTIFIC AND ACADEMIC COLLABORATION FRAMEWORK AGREEMENT BETWEEN ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA (ITALY) AND CENTRO DE INVESTIGACIÓN CIENTÍFICA Y DE EDUCACIÓN SUPERIOR DE ENSENADA, BAJA CALIFORNIA, MEXICO;

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Istituto Nazionale di Geofisica e Vulcanologia

- **CONSIDERATO** che le Parti, con il presente Framework Agreement, 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;

DELIBERA

di autorizzare il Presidente, alla definizione nonché alla sottoscrizione del Scientific and Academic Collaboration Framework Agreement tra INGV Istituto Nazionale di Geofisica e Vulcanologia (Italy) e Centro De Investigación Científica Y De Educación Superior De Ensenada, Baja California, Mexico (all.1).

Letto, approvato e sottoscritto seduta stante.

Roma, 12/03/2018

La segretaria verbalizzante
(Sig.ra Antonella CIANCHI)

IL PRESIDENTE
(Prof. Carlo DOGLIONI)

SCIENTIFIC AND ACADEMIC COLLABORATION FRAMEWORK AGREEMENT

BETWEEN

ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA (ITALY)

AND

**CENTRO DE INVESTIGACIÓN CIENTÍFICA Y DE EDUCACIÓN SUPERIOR DE ENSENADA,
BAJA CALIFORNIA, MEXICO**

The Istituto Nazionale di Geofisica e Vulcanologia (hereinafter "**INGV**") located at Via di Vigna Murata, 605, 00143 Rome, Italy, with telephone number (+39) 06-51860460 and legally represented by Dr. Carlo Doglioni, in his position of President of INGV, and the Centro de Investigación Científica y de Educación Superior de Ensenada, Baja California, Mexico (hereinafter "**CICESE**"), located at Carretera Ensenada-Tijuana No. 3918, Zona Playitas, Ensenada, B.C., Mexico, with telephone number (+52) 646-175-0500, and legally represented by Dr. Guido Marinone Moschetto, in his position as Director General, agree to establish this Scientific and Academic Collaboration Framework Agreement, in order to carry out scientific and academic cooperation actions.

The Parties agree the following:

ARTICLE 1. OBJECT.

The Parties agree to develop, maintain and promote channels of communication and collaboration that allow the exchange of scientific, technological and academic knowledge, in accordance with their objectives and guidelines, with the purpose of establishing a close and effective cooperation with the aim of developing cooperation activities of mutual interest in the areas of competence detailed at Article 2.

ARTICLE 2. AREAS OF INTEREST.

The main areas of cooperation under this agreement, where appropriate, may regard the following topics:

VOLCANOLOGY, SEISMOLOGY AND EARTHQUAKE GEOLOGY

Multidisciplinary (Geology, petrology, geochemistry, seismology, structural geology, gravimetric, magnetism, etc.) study of volcanic and seismic areas in order to improve basic knowledge, develop observation systems aimed at monitoring of active systems, and defining protocols of volcanic and seismic hazard assessment. This area of competence will include, where appropriate, oceanographic investigations and tsunami hazard, in detail: study and mapping of seafloor, the identification and characterization of active hydrothermal, volcanic and seismic areas, development and installation of multidisciplinary seafloor observatory.

ENVIRONMENT AND ENERGY

This topic includes multidisciplinary studies of environmental pollution in water-earth resources and atmosphere, and the development of an appropriate monitoring system. In addition, studies will focus on geothermic investigations (on- and off-shore) aimed at identifying new sites of potential exploitation, their main characteristics and potentiality, and any possible environmental risk associated. Part of these researches are included in previous topic.

Other areas of scientific investigation under this agreement can be included, where appropriate, after discussion among Parties.

ARTICLE 3. COOPERATION ACTIVITIES.

Subject to what is stated in the laws and policies of government and immigration in the host country, the Parties initially agree to the following general forms of cooperation:

- a) Exchange of academic staff and postgraduate students;
- b) Exchange of academic and scientific information in the fields of mutual interest;
- c) Implementation of joint research programs;
- d) Provision of accessibility in the use of equipment and facilities to researchers from the counter-party, where possible;
- e) Mutual allowance of other forms of scientific collaboration.

ARTICLE 4. SPECIFIC AGREEMENTS.

In order to carry out the activities foreseen in the preceding Article, the Parties will develop specific programs or projects that, if approved, will be formalized through Specific Collaboration Agreements, which will allow a better use of their resources throughout mutual cooperation, coordinated work and experience exchange, which will be promoted by the academic or administrative units of the Parties and shall be validated by their legitimate representatives.

ARTICLE 5. COORDINATION.

the parties convene that for coordination of activities under this scientific and academic collaboration framework agreement, the agreement will be managed by a joint committee composed by two members of each institution. The Parties agree to designate the following persons: as responsible:

By "CICESE"

Name: Dr. José Manuel Romo Jones
Position: Principal Investigator, CeMIE – Geo project.
Address: Carretera Ensenada – Tijuana 3918, Zona Playitas,
Ensenada, B. C. México 22860
Telephone Number: (+52 646) 175-0500 (ext. 26311)
E-mail Address: jromo@cicese.mx

Name: Dr. Thomas Kretzschmar
Position: Laboratories Coordinator, CeMIE-Geo project
Address: Carretera Ensenada – Tijuana 3918, Zona Playitas,
Ensenada, B. C. México 22860
Telephone Number: (+52 646) 175-0500 (ext. 28807)
E-mail Address: tkretzsc@cicese.mx

By "INGV":

Name: Dr. Andrea Luca Rizzo
Position: Researcher at INGV Section of Palermo
Address: Via Ugo la Malfa, 153, 90146 Palermo (Italy)
Telephone Number: +39-091-6809407.
E-mail Address: andrea.rizzo@ingv.it

Name: Dr. Francesco Italiano
Position: Director of INGV Section of Palermo
Address: Via Ugo la Malfa, 153, 90146 Palermo (Italy)
Telephone Number: +39-091-6809401
E-mail Address: francesco.italiano@ingv.it

The Coordinators previously designated shall be responsible for all conscientious and convenient solutions related to this Collaboration Agreement, and they shall be the intermediaries regarding the proposals of the joint research projects and future collaborative actions, which should be framed by Specific Collaboration Agreements within the framework of this instrument, with the understanding that each Specific Collaboration Agreement to be subscribed shall have its own technical manager, who shall be in charge of its follow-up.

Those responsible designated above may be replaced at any time by the Parties, the Party making the replacement shall notify it to its counter-party in writing, five working days in advance of the date on which the replacement takes effect.

ARTICLE 6. PROCEDURES AND POLICIES.

The policies and procedures applied for the development of the cooperation activities shall be subject to the following:

- a) Financial aspects to carry out scientific collaboration shall be determined by the Parties through mutual consultations and agreements in writing.
- b) Scientific information generated by the joint research projects arising from this Agreement may be released to the scientific community in general by agreement between the Parties through, but not limited to, publications, seminars, lectures and conferences.
- c) Intellectual property arising from the joint research projects shall be defined by the Parties in the instruments generated in each project.
- d) Use of information that each of the Parties provides for the joint research projects and information generated by the development of such projects shall be governed by the following:
 1. Any information or data, that any of the Parties delivers or disseminates by any means to carry out the joint research projects, and that has been classified or identified by any of them at the time of delivery, with the legend "**Confidential Information**" must be preserved in extreme confidentiality.
 2. The same treatment shall be given to the information generated or produced during the execution of the joint research projects, that the Parties mutually agreed to classify or identify it as "**Confidential Information**".
 3. The information that is communicated or disclosed by one party to the other in verbal form and the disclosing party considers it as "**Confidential Information**", must be confirmed in writing to the party receiving the information, within five (5) calendar days following the date of the verbal disclosure, classifying or identifying it with the legend of "**Confidential Information**", in case this obligation is not met, the information communicated or disclosed verbally, shall not be considered for the purposes of this Agreement as "**Confidential Information**".
 4. Unless otherwise agreed, the Parties are bound to use the information that has been delivered or disclosed with the legend of "**Confidential Information**", only for the conducting of the joint research projects.

ARTICLE 7. PERIOD OF VALIDITY AND MODIFICATIONS.

This Agreement shall enter into force from the date of signing and shall be valid for five (5) years, and may be modified or renewed by mutual written agreement between the Parties.

ARTICLE 8. NON-DISCRIMINATION.

Both Parties establish the principle of equality of opportunities and undertake not to discriminate based on race, color, gender, age, sexual orientation, disability, ethnicity, religion or nationality. The Parties shall respect this principle and not impose these criteria for the exchange of researchers, teachers and students, which would violate the principle of non-discrimination.

ARTICLE 9. INTERPRETATION AND DISPUTES.

The Parties agree that this Collaboration Framework Agreement is a product of good faith, consequently any dispute or interpretation arising thereof regarding its operation, formalization and compliance, shall be settled by the responsible persons designated in Article 4 of this instrument, in writing, and by mutual agreement, within ten (10) calendar days from the beginning of the conciliatory talks.

ARTICLE 10. JURISDICTION.

In the event that an agreement is not reached in accordance with the established in the previous Article, the Parties must submit to the interpretation and compliance of this Collaboration Framework Agreement to the provisions established in the laws governing the country or state in which the project, work or activities arising from this Agreement were conducted, or when applicable, to the place where the right was violated or the act leading to legal action was performed, therefore both courts, from Italy and Mexico may be competent according to the legal actions exercised by the plaintiff.

This Agreement is signed by the Parties in the City of Rome, Italy, and the City of Ensenada, Baja California, Mexico, in duplicate, in the English and Spanish languages, both texts being equally authentic, deemed as formalized from the latest effective date shown below.

PREVIOUSLY READ AND AGREED:



ISTITUTO NAZIONALE
DI GEOFISICA E VULCANOLOGIA

BY ISTITUTO NAZIONALE DI GEOFISICA E
VULCANOLOGIA (INGV)

PROF. CARLO DOGLIONI
PRESIDENT

DR. FRANCESCO ITALIANO
MEMBER OF THE JOINT COMMITTEE
INGV

DR. ANDREA LUCARIZZO
MEMBER OF THE JOINT COMMITTEE
INGV

Effective Date:



BY CENTRO DE INVESTIGACIÓN CIENTÍFICA
Y DE EDUCACIÓN SUPERIOR DE ENSENADA, BAJA
CALIFORNIA, (CICESE)

DR. GUIDO MARINONE MOSCHETTO
DIRECTOR GENERAL AND
LEGAL REPRESENTATIVE

DR. JOSE MANUEL ROMO JONES
MEMBER OF THE JOINT COMMITTEE
CICESE

DR. THOMAS KRETZSCHMAR
MEMBER OF THE JOINT
COMMITTEE CICESE

Effective Date:

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