



ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

il Direttore

Gestione WEB

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

Protocollo Generale - U
N. 0018603
del 22/11/2018

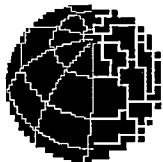


Ai Direttori di Dipartimento
Ai Direttori delle Sezioni
Al Responsabile Centro Servizi – Ufficio per il Coordinamento
delle attività a Supporto della Ricerca
Al Direttore della Direzione Centrale Ragioneria e Bilancio
Al Dott. Gianluca CECCUCCI
Alla Segreteria della Presidenza

Oggetto: Pubblicità atti

Si notifica in copia l'allegata Delibera n. 684/2018 del 31/10/2018 – Allegato L al Verbale n. 09/2018 concernente: Memorandum of Understanding (MoU) tra l'Istituto Nazionale di Geofisica e Vulcanologia e l'Ocean Networks Canada Society University of Victoria.

Tullio DEPE



Istituto Nazionale di Geofisica e Vulcanologia

Delibera n. 684/2018

Allegato L al Verbale n. 09/2018

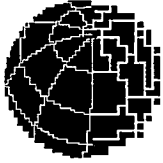
Oggetto: Memorandum of Understanding (MoU) tra l'Istituto Nazionale di Geofisica e Vulcanologia e l'Ocean Networks Canada Society University of Victoria.

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 (MoU) between l'Istituto Nazionale di Geofisica e Vulcanologia e l'Ocean Networks Canada Society University of Victoria*;
- **CONSIDERATO** che le Parti, con il presente *Memorandum of Understanding (MoU)*, istituiscono una cooperazione internazionale, finalizzato a rafforzare la loro relazione e ad esplorare il potenziale per una più stretta collaborazione in modo da aumentare ulteriormente la cooperazione tra Italia e Canada nel campo della ricerca oceanica e dell'innovazione tecnologica,

DELIBERA

L'approvazione dello schema del *Memorandum of Understanding (MoU) between l'Istituto Nazionale di Geofisica e Vulcanologia e l'Ocean Networks Canada Society*



Istituto Nazionale di Geofisica e Vulcanologia

University of Victoria, allegato alla presente quale parte integrante e sostanziale (all. 1).

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
(MoU)**

Between

**Ocean Networks Canada Society
University of Victoria
PO Box 1700 STN CSC
Victoria, British Columbia V8W 2Y2
Canada
("ONC")**

And

**Istituto Nazionale di Geofisica e Vulcanologia
(National Institute of Geophysics and Volcanology)
Via di Vigna Murata, 605
00143 Roma
Italia
("INGV")**

Concerning

Cooperation in the field of ocean research and technological innovation

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ONC and INGV are hereinafter individually referred to as a "Party" and together referred to as the "Parties".

BACKGROUND

The development of the ocean technologies industries is heating up globally, spurred by drivers such as the recent catastrophic tsunami in Japan, the Gulf of Mexico oil spill disaster, increased concerns with security, understanding climate change, concerns about food supply, need to better predict tsunamis, more emphasis on monitoring and protecting fragile marine ecosystems, ongoing energy supply concerns that push deeper exploration for hydrocarbon resources and innovation in ocean renewable energy technologies, changing shipping routes due to changes in global trade patterns, opening of the Arctic - all of these factors are driving the need for more and better technology with which to understand and work in the changing marine environment. World-wide, the overall ocean economy is estimated to be worth more than 1.1 trillion EUROS with the ocean technology sector a significant component.

Canada and Italy, both leading scientific nations, have strong complementary capabilities in many areas of ocean research and innovation. Their close ties in foreign policy, trade, culture and scientific research make them ideal natural partners in this important sector in which Italian and Canadian clusters, companies, universities and research labs stand to benefit greatly from closer exchanges and cooperation.

Within the framework of the Agreement on Cultural Co-operation between the Government of Canada and the Government of the Italian Republic (Ottawa, 1984) and considering the Joint Action Plan concerning Science, Technology and Innovation between the Canadian Department of Foreign Affairs, Trade and Development and the Italian Ministry of Foreign Affairs and International Cooperation, (Roma, 2015), which identified marine sciences as a priority area for strengthened bilateral co-operation, together with related technology development and coordination of infrastructure.

WHEREAS

ONC and INGV wish to continue strengthening their relationship and exploring the potential for closer collaboration so as to further increase cooperation between Italy and Canada in the field of ocean research and technological innovation.

THEREFORE

ONC and INGV have agreed to sign this MoU, with the aim of strengthening joint research, technology development and interoperability collaboration opportunities in Ocean Technologies and Science.

Priority areas of joint collaboration include areas such as:

- applications of ocean observing systems themes of plate tectonics
- marine geohazards (such as tsunami, earthquakes, and underwater volcanoes)
- marine geodesy
- gas hydrates, crustal fluids
- marine litter
- ocean observing technologies.

FRAMEWORK OF COOPERATION

WHEREAS ONC is a not-for-profit society owned by the University of Victoria responsible for the management, development, promotion, and commercialization of UVic and ONC research assets, the VENUS and NEPTUNE observatory networks, the Smart Oceans coastal and Arctic networks (the "ONC Observatory" or "the Observatory"). ONC's role also provides national support and coordination for the Canadian ocean technology sector, and accrues socio-economic benefits to Canada through commercialization of ONC developed technologies, and delivery of Smart Ocean Systems™ products and services via partnerships between industry, academia, and government.

The ONC Observatory supports a new generation of coastal and deep ocean research in Canada. ONC is recognized and funded as a Major Science Initiative by the Canadian Foundation for Innovation, one of only five such large scale science infrastructure programs in Canada. With a 25+ year operating design life, the ONC Observatory enables transformative ocean research and technology development through an innovative cabled infrastructure that supplies continuous power and Internet connectivity to a broad suite of subsea and onshore instruments in coastal and deep-ocean environments. Three cable arrays and numerous other online systems, together over 900 km in length, host several hundred sensors distributed within, on and above the seabed and on shore. They are strategically located to address key scientific and societal issues (e.g., subsea earthquakes and tsunamis, ocean acidification, marine biodiversity) within a wide range of environments (coastal (British Columbia and Arctic), fjord, delta, and outer coastal settings, continental slope, abyssal plain, and seafloor-spreading ridge).

The Observatory has over 100 scientific, technical and management staff supporting a national and international community of hundreds of researchers and end-users drawn from the academic, government and private sectors. Given the highly specialized nature of the subsea and communications infrastructure, the combined expertise of this group is unique in Canada.

The Observatory's Oceans 2.0 data management and archive system provides global users open access to real-time and archived data and data products, and an environment for users of all types to collaborate on projects and interact with instrumentation. Data from the ONC Observatory are available to researchers and the public free of charge.

AND WHEREAS INGV, public research institution, gathers all scientific and technical institutions operating in Geophysics and Volcanology to create a permanent scientific forum in the Earth Sciences. INGV cooperates with universities and other national public and private institutions, as well as with many research agencies worldwide. INGV, which is currently the largest European body conducting research in Geophysics and Volcanology, has its headquarters in Rome and important facilities in Milano, Bologna, Pisa, Napoli, Catania and Palermo.

The main mission of INGV is the monitoring of geophysical phenomena in both the solid and fluid components of the Earth. INGV is devoted to 24-hour countrywide seismic surveillance, real-time volcanic monitoring, early warning and forecast activities. State-of-the-art networks of geophysical sensors deliver a continuous flow of observations to the acquisition centers of Rome, Naples and Catania, where the data are analyzed around the clock by specialized personnel. In addition to being analysed for research and civil defence purposes, the data supplied by numerous monitoring networks are regularly distributed to the public institutions concerned, to the scientific community and to the public.

INGV operates in close coordination with the Ministry of Education, University and Research (MIUR) and with Civil Protection authorities, both at national and local levels. INGV also cooperates with the

Ministry of Environment, the Ministry of Economic Development, the Ministry of Defense and the Ministry of Foreign Affairs in the framework of large research programs of national and international relevance.

INGV is the representing entity for Italy, Host Country, in the "European Multidisciplinary Seafloor and water column Observatory European Research Infrastructure Consortium (EMSO ERIC)". EMSO is the European large-scale, distributed infrastructure composed of seafloor observatories for long-term monitoring of environmental processes related to ecosystems, climate change, and geohazards. Presently EMSO is participated by the following countries: Italy (Host), United Kingdom, Ireland, France, Portugal, Spain, Greece and Romania. This infrastructure is also included as Landmark in the European Strategy Forum on Research Infrastructures (ESFRI) Roadmap. EMSO nodes are placed in specific marine sites on the European Continental Margin from the Arctic to the Black Sea through the Mediterranean Basin. These sites were selected within European Community projects in 2002-2004 during the EC project ESONET-CA, confirmed in 2007-2011 during the EC project ESONET-NoE and in 2008-2012 during the EC project EMSO-PP. INGV supported the procedure for the EMSO ERIC submission to the European Commission (EC), is driving the Italian participation to EMSO, and now hosts the EMSO ERIC Secretariat. The ERIC is the legal entity coordinating all the efforts for the fixed point observations at the European level and coordinating the management of the scientific, technical, logistic and administrative components of the infrastructure.

INGV is coordinating the EC project EMSODEV in which the design of the EMSO Generic Instrument Module (EGIM) was realised. Two basic configurations were developed: 1) stand-alone acoustically-linked observatories, and 2) cabled observatories. However, hybrid configurations can be adapted for site specific characteristics. The EGIMs will be equipped with a common set of sensors for EOVS (Essential Ocean Variable) measurements and additional sensors for specific purposes.

THEREFORE, the Parties agree as follows:

THE AGREEMENT

1. INTENT OF THE PARTIES

- 1.1 The Parties will seek to engage each other in collaborative projects for mutual benefit linking European and Canadian initiatives. This would include research projects on which the parties agree to collaborate and notifications of meetings and workshops to which the other Parties would be invited.
- 1.2 The Parties will seek to promote exchanges between scientists and other personnel, facilitate loans and exchanges of equipment and access to infrastructure, as well as stimulate new joint projects involving partners in private industry and technology clusters, and universities.
- 1.3 If required, the parties may, by mutual agreement, establish a Joint Monitoring Committee (JMC) for the implementation, control, monitoring, evaluation and communication of the envisaged actions of this MoU and other actions resulting from it.

Specifically, the JMC would be responsible for:

- Developing an action plan and identifying specific research or technology development areas for collaboration.
- Proposing and executing opportunities for collaboration through specific separate agreements.

- Monitoring all activities and resolving any query that may arise from the interpretation and execution of this MOU.

The JMC shall consist of 4 (four) members, 2 (two) from each Party, who will be selected by the respective entity, one representing science and one representing technology/business development. One member of the Committee will be selected as the Chair and the position will alternate between the Parties annually after the signing of the Agreement.

The Parties shall communicate to each other in writing any changes with regard to the above-mentioned members.

The JMC would hold an ordinary meeting once a year and an extraordinary meeting as many times as it is deemed appropriate, at the request of any of the parties, either in person or via teleconference.

2. INTELLECTUAL PROPERTY (IP) OWNERSHIP

The Parties acknowledge and agree that IP developed by one or more of the Parties or arising from research projects undertaken by one or more of the Parties may be subject to terms and conditions of funding terms or contracts applicable to such research or projects. Collaborative research projects shall be undertaken in accordance with the terms of separate agreements between the Parties. The Parties, therefore, agree that the following provisions shall be subject to the terms and conditions of applicable agreements or funding terms.

- 2.1. The Parties acknowledge and agree that IP owned by a Party will remain sole property of the Party.
- 2.2. The Parties agree that they are responsible for maintaining confidentiality of any information provided by another Party that is designated in writing as confidential or is given orally or by inspection of products or samples, or otherwise, shall be identified as confidential at the time of disclosure and confirmed in writing as confidential within 15 days after such disclosure, provided that this obligation will not apply to (a) information that is publicly available (through no act of the Party receiving such information) at the time of disclosure; (b) information that is disclosed to a Party by a third party which did not disclose it in violation of a duty of confidentiality; (c) information that was known to the Party receiving such information before such information was provided to them or their representatives by or on behalf of the Party disclosing such information; (d) information that was developed by an employee, agent or contractor of a Party independent of (and without any knowledge of) any disclosure to such Party or any of or its representatives by or on behalf of the Party disclosing such information; or (e) disclosures that are required to be made by a Party under legal process by subpoena or other court order or pursuant to other applicable laws or regulations (provided that such Party makes reasonable efforts to provide copies of such information to or informs the other Party before or at the time of disclosure or as soon as possible thereafter).

3. COMMUNICATIONS

- 3.1. No Party shall issue any press release or other public announcement related to this MoU, written or oral, without the prior written consent of the other parties whose consent shall not be unreasonably withheld, conditioned, or delayed.

4. AGREEMENT MANAGEMENT

- 4.1. Nothing in this MoU shall be construed as creating any legal relationship between the Parties and the Parties agree that this MoU is not enforceable in law or equity, except for the provisions of articles 2 and 3, which may be enforced in accordance with their terms.
- 4.2. No financial or resource obligations are implied by this MoU. Specific activities that may be mutually agreeable, that may require a proposal to a third party, or funds and/or resources from one of the Parties will be considered on its own merits. Each such activity would require a separate agreement.
- 4.3. Cooperation between the Parties under this MoU is subject to the availability of funds to each of the Parties, and is subject to the limitations of laws applicable to each of the Parties.
- 4.4. This MoU will be in effect for five (5) years after the signing date. Any Party may withdraw from the agreement upon 90 days written notice to the other Parties. The term of the MoU may be extended upon mutual agreement of the Parties.
- 4.5. This MoU is the entire agreement between the parties with respect to its subject matter. This MoU may be amended with the written consent of the Parties.
- 4.6. Notifications and communications regarding this MoU shall be made with the designated contact persons indicated (or their successors):

For Ocean Networks Canada:

Dr. Kate Moran
President and CEO
Ocean Networks Canada Society
University of Victoria
TE130 - 2300 McKenzie Ave., Victoria, British Columbia V8W 2Y2, Canada
Phone: +1 250.472.5350 Email: kmoran@uvic.ca

For Istituto Nazionale di Geofisica e Vulcanologia:

Prof. Carlo Doglioni
President
Istituto Nazionale di Geofisica e Vulcanologia (INGV)
Via di Vigna Murata, 605 - 00143 Roma, Italy
Phone: +39 06.51860.462 Email: presidente@ingv.it

On behalf of:

Ocean Networks Canada Society

Istituto Nazionale di Geofisica e Vulcanologia

Signature: Kate 2

Signature: _____

Name: Dr. Kate Moran

Name: Prof. Carlo Doglioni

Title: ONC President and CEO

Title: INGV President

Date: 2 August 2018

Date: _____

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