



ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

il Direttore

Gestione WEB

e Vulcanologia
AOO INGV
Protocollo Generale - U
N 0000472
del 11/01/2019

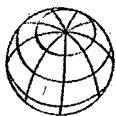


Ai Direttori dei Dipartimenti
Ai Direttori delle Sezioni
Al Direttore della Direzione Centrale Affari Generali e Bilancio
Al Responsabile del Centro Servizi per il coordinamento delle attività
a supporto della Ricerca
All'Ufficio Bilancio
Alla Segreteria della Presidenza

Oggetto: Pubblicità atti

Si notifica in copia l'allegata Delibera n. 721/2018 del 30/11/2018 – Allegato G al Verbale n. 10/2018 concernente: *Memorandum of Understanding and Framework Agreement between l'Istituto Nazionale di Geofisica e Vulcanologia (INGV) e The Geological Survey Department Ministry of Agriculture, Rural Development and the Environment (GSD).*

Tullio PEPE



Delibera n. 721/2018

Allegato G al Verbale n. 10/2018

Oggetto: *Memorandum of Understanding e and Framework Agreement between l'Istituto Nazionale di Geofisica e Vulcanologia (INGV) e The Geological Survey Department, Ministry of Agriculture, Rural Development and the Environment (GSD).*

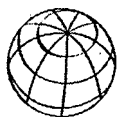
IL CONSIGLIO DI AMMINISTRAZIONE

- **VISTO** il Decreto legislativo 29 settembre 1999, n. 381, concernente la costituzione dell'Istituto Nazionale di Geofisica e Vulcanologia (INGV);
- **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 and Framework Agreement between Istituto Nazionale di Geofisica e Vulcanologia (INGV) e The Geological Survey Department, Ministry of Agriculture, Rural Development and the Environment (GSD)*;
- **CONSIDERATO** che le Parti, con il presente *Memorandum*, istituiscono una cooperazione internazionale, con l'obiettivo di promuovere lo sviluppo e l'attuazione di progetti di ricerca congiunti in linea con gli interessi e le competenze di entrambe le parti;
- **VISTI** i pareri favorevoli dei Direttori di Sezione e di Dipartimento,

DELIBERA

L'approvazione dello schema del *Memorandum of Understanding and Framework Agreement between Istituto Nazionale di Geofisica e Vulcanologia (INGV) e The Geological Survey Department, Ministry of Agriculture, Rural Development and the Environment (GSD)*, allegato alla presente quale parte integrante e sostanziale (all. 1).

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

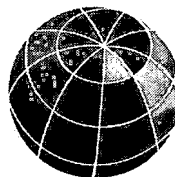
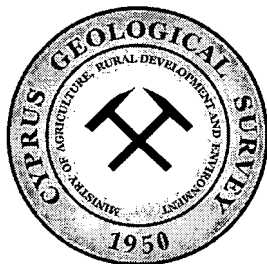
Letto, approvato e sottoscritto seduta stante.

Roma, 30/11/2018

La segretaria verbalizzante
(Sig.ra Silvana TUCCI)

Silvana Tucci

IL PRESIDENTE
(Prof. Carlo DOGLIONI)



ISTITUTO NAZIONALE
DI GEOFISICA E VULCANOLOGIA

MEMORANDUM OF UNDERSTANDING AND FRAMEWORK-AGREEMENT

Between

The National Institute of Geophysics and Volcanology (Istituto Nazionale di Geofisica e Vulcanologia),

Via di Vigna Murata 605,

00143 Roma,

Italy

hereinafter referred to as “INGV”

and

The Geological Survey Department, Ministry of Agriculture, Rural Development and the Environment

1 Lefkonos Street,

2064 Strovolos, Lefkosia

Cyprus

hereinafter referred to as “GSD”

(both hereinafter collectively referred to as the Parties or individually as a Party)

Preamble

Cyprus and Italy are UNESCO Member States and participate in the North Atlantic, Mediterranean and Connected Seas Tsunami Warning and Mitigation System (ICG/NEAMTWS) initiative.

The National Institute of Geophysics and Volcanology (*Istituto Nazionale Geofisica e Vulcanologia*, INGV) is a research institute for geophysics and volcanology in Italy. Its main responsibilities within the Italian civil protection system are the maintenance and monitoring of the national networks for seismic and volcanic phenomena, together with outreach and educational activities for the Italian population. Since June 2017, INGV is accredited as Tsunami Service Provider for the ICG/NEAMTWS.

The Cyprus Geological Survey Department of the Ministry of Agriculture, Rural Development and Environment, is the national agency and state councilor for geological matters, is the safeguard of the public interest through the identification, the exploitation and protection of mineral and groundwater resources, the investigation and assessment of the geological environment and geohazards, the monitoring and assessment of seismicity, the investigation of the foundation conditions, the protection and promotion of sites of geological and mining heritage and the production and dissemination of unbiased geo-information to society.

1 – Objectives

The objective of this Memorandum of Understanding (hereinafter referred to as ‘MoU’) is to establish a framework for co-operation between the Parties on the basis of equality and mutual benefit within the scope of resources available to each Party as well as to define a specific cooperation within the scope of the Intergovernmental Coordination Group for the North-Eastern Atlantic, the Mediterranean and Connected Seas Tsunami Warning and Mitigation System (ICG/NEAMTWS). It is agreed that, subject to the conditions of this MoU, research collaboration will be initiated in fields of common expertise and interest related to training and research, aiming to build a long-term strategic partnership between INGV and GSD.

2 – Joint research topics

The co-operation comprises the development and implementation of joint research projects in alignment with the interests and expertise of both Parties. In particular the following research fields will be included:

- Seismology
- Seismotectonics
- Seismic Networks

- Tsunami modelling and simulation
- Induced seismicity

3 – Responsibilities and Rights of the Parties

- 3.1 GSD, as the owner and operator of the Cyprus Broadband Seismological Network (CQ) and as the sole authority in the Republic of Cyprus for monitoring the seismic activity of Cyprus and disseminating relevant information, is obligated to:
 - 3.1.1 Provide continuous seismic data from the network CQ in real-time via internet, at no cost, to the seismic monitoring centre at the INGV headquarters in Rome for their exclusive use. The continuity of data provision might be interrupted due to maintenance issues or force majeure.
 - 3.1.2 Provide and update all the metadata regarding the seismological stations of the CQ network.
- 3.2 INGV, as an accredited Tsunami Service Provider (TSP) by the Intergovernmental Coordination Group for the North-Eastern Atlantic, the Mediterranean and Connected Seas Tsunami Warning and Mitigation System (ICG/NEAMTWS) for its competence zone (the whole Mediterranean Sea), is obligated to:
 - 3.2.1 Acquire, process and analyse the real-time continuous seismic data from the CQ network exclusively for the rapid initial assessment required by the tsunami alert system.
 - 3.2.2 Not to share the CQ seismic data with third parties.
 - 3.2.3 As owner and operator of the MedNet (MN) and Italian National (IV) Seismological Networks, provide continuous seismic data from stations of the MN and IV networks, in real-time via internet, at no cost, to the seismic monitoring centre at the GSD headquarter in Lefkosia. The continuity of the data provision might be interrupted due to maintenance issues or force majeure.
 - 3.2.4 Provide and update all the metadata regarding the seismological stations of the MN and IV networks.
- 3.3 Each Party shall appoint contact persons for the implementation of the various activities, to review the progress of implementing this MoU, develop strategies for further implementation, and identify possible collaborations.
- 3.4 The results of specific programs, implemented in accordance with this MoU and which have not yet been published, will be kept confidential by both Parties, unless it is otherwise mutually agreed upon in writing.
- 3.5 The Parties undertake to maintain the confidentiality of any confidential information to which either Party is allowed access or which is disclosed after the commencement of this MoU. Parties engage to treat the information transmitted to them as being confidential in the course of the agreement and not to disclose it to third parties. The agreement of confidentiality shall also survive the end of the MoU.

- 3.6 The Parties will work together to coordinate pertinent public information activities, and when press releases or other public statements pertaining to joint projects are being prepared, each Party will have the opportunity to review and comment, and appropriate credit will be given for all authors, partners, and data providers involved.

4 – Monetary Aspects, Funding

- 4.1. The collaboration carried out in the frame of this MoU does not involve exchange of funding, either in the form of reimbursement or contribution of funds, between the Parties.
- 4.2. In principle, it is the obligation of each Party to pay for the commitments they make under this MoU and will cover their own costs incurred in carrying out the cooperative projects unless otherwise agreed on in writing. The Parties may, jointly or individually, obtain funds to finance these activities from public or private organizations, national or international agencies.

5 – Entry into Force, Amendment and Termination

- 5.1 This MoU shall enter into force upon signature and remain in force for a **period of five years**. The MoU will automatically be extended for another five year period if it is not terminated at least six months before the expiration date.
- 5.2 This MoU may be amended by mutual written consent of both Parties and each Party may notify the other Party at any time in writing of its intention to terminate the MoU upon minimum an one-month written notice.
- 5.3 Any disputes regarding the interpretation or implementation of this MOU or its Annex should be resolved amicably by consultation between the Parties
- 5.4 The decision to terminate this MoU shall in no way affect the on-going projects and programs, which remain enforceable until full achievement unless any different agreement is signed.

This Agreement has been signed in **two original** copies in English.