



ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

il Direttore

**Istituto Nazionale di Geofisica
e Vulcanologia**

AOO INGV

Protocollo Generale - U

N. 0013518

del 23/09/2019



Gestione WEB

Ai Direttori di Dipartimento

Ai Direttori di Sezione

Al Direttore delle Direzioni Centrali

Al Responsabile del Centro Servizi per il coordinamento delle attività
a supporto della Ricerca

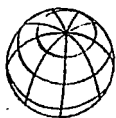
Al Dott. Rosario PELUSO

Alla Segreteria della Presidenza

Oggetto: Pubblicità atti

Si notifica in copia l'allegata Delibera n. 171/2019 del 09/09/2019 – Allegato A al Verbale n. 07/2019 concernente: Ratifica Agreement tra Royal Holloway and Bedford New College dell'Università di Londra e l'Istituto Nazionale di Geofisica e Vulcanologia (INGV), sottoscritto in data 09/09/2019.

Dott. Giovanni TORRE



Delibera n. 171/2019

Allegato A al Verbale n. 07/2019

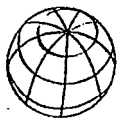
Oggetto: Ratifica Agreement tra Royal Holloway and Bedford New College dell'Università di Londra e l'Istituto Nazionale di Geofisica e Vulcanologia (INGV), sottoscritto in data 09/09/2019.

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'INGV, approvato con Delibera del Consiglio di Amministrazione n. 372/2017 del 9 giugno 2017, come modificato con Delibere del Consiglio di Amministrazione n. 424/2017 del 15 settembre 2017 e n. 501/2017 del 21/12/2017, e pubblicato sul Sito WEB istituzionale (Avviso di emanazione pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana - Serie generale - n. 27 del 2 febbraio 2018), in particolare, l'art. 8, comma 6, lettera f), il quale prevede che il CdA *"omissis....delibera la partecipazione a società, fondazione e consorzi, nonché la stipulazione di accordi con organismi nazionali, europei e internazionali"*;
- **VISTO**, altresì, l'art. 7, comma 6, lett. c) del predetto Statuto, il quale prevede che il Presidente: *«adotta provvedimenti di competenza del Consiglio di amministrazione nei casi di necessità e urgenza da sottoporre a ratifica nella prima riunione successiva del Consiglio stesso»*;
- **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, 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, pubblicato sul sito istituzionale;
- **VALUTATA** l'opportunità di avviare un rapporto di collaborazione tra l'INGV e la Royal Holloway and Bedford New College dell'Università di Londra, finalizzato alla promozione del Progetto "International Network for Statistics in High Energy Physics and Society" (INSIGHTS) nell'ambito della "Marie Skłodowska-Curie Action: Innovative Training Network" del Programma Horizon2020 dell'Unione Europea;
- **VISTO** l'Agreement sottoscritto in data 09/09/2019 con la Royal Holloway and Bedford New College dell'Università di Londra;
- su proposta del Presidente,

DELIBERA

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La ratifica dell'Agreement tra la Royal Holloway and Bedford New College dell'Università di Londra e l'Istituto Nazionale di Geofisica e Vulcanologia (INGV), sottoscritto in data 09/09/2019.

Il predetto Agreement è allegato alla presente Delibera della quale costituisce parte integrante e sostanziale.

Letto, approvato e sottoscritto seduta stante.

Roma, 09/09/2019

La segretaria verbalizzante
(Sig.ra Silvana TUCCI)

Silvana Tucci

IL PRESIDENTE
(Prof. Carlo DOGLIONI)

Partner Organisation Agreement

Royal Holloway and Bedford New College ("RHUL") and the organisations shown listed in **Schedule 1** (hereinafter referred to as the "**Consortium**") are participating in the Marie Skłodowska-Curie Action: Innovative Training Network entitled "International Training Network for Statistics in High Energy Physics and Society" (short title "INSIGHTS" and hereinafter referred to as the "**Project**") from **1 September 2017 to 31 August 2021** (the "**Project Period**"), which is being funded by the European Union under its Horizon 2020 Programme. Hence, this Agreement is between:

1. **ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE**, a university registered by Act of Parliament and incorporated by Royal Charter RC000823, whose administrative offices are at Royal Holloway, University of London, Egham Hill, Egham, Surrey, TW20 0EX, United Kingdom, acting on behalf of the Consortium; and
2. **ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA**, constituted with DLgs n. 381, 29 Sep 1999, having its registered office or principal place of business at Via di Vigna Murata 605, 00143, Rome, Italy (a "**Partner Organisation**").

General provisions:

For the Project Period the Partner Organisation agrees to:

1. Contribute to the Project by fulfilling the tasks allocated to it as detailed in Annex 1 to the Grant Agreement a copy of which is appended hereto as Schedule 4;
2. Contribute to the Project by abiding by decisions made by the Steering Board; and
3. Make best efforts to promptly conclude a detailed Secondment Agreement with the relevant Party.

Provisions related to the participation to the Steering Board for the Project:

The Consortium welcomes the Partner Organisation as a member of the Steering Board (the "**SB**"). Participation as a member of the SB will involve the representative of the Partner Organisation receiving, and/or participating in Project discussions/presentations/correspondence concerning confidential information, including, but not limited to, information produced and/or acquired by the Consortium members either as part of the Project (the "**Results**") or before the Project (the "**Background**"). As the Consortium members have pre-existing obligations with respect to the confidentiality of such Results, Background and confidential information, the Partner Organisation will be required to keep confidential, as indicated below, any Results, Background or other confidential information that may be disclosed to the Partner Organisation as a member of the SB. In addition, confidential information may be disclosed to the Partner Organisation by members of the SB who are not members of the Consortium. In this Agreement, any information disclosed to the Partner Organisation in whatever form or mode of transmission, relating to Results and/or Background and/or any information disclosed to the Partner Organisation by any party which has been identified as confidential at the time of disclosure, shall be collectively referred to as "**Confidential Information**" and the party owning or holding rights to such Confidential Information, who shall be entitled to enforce the obligations contained herein, shall be referred to as the "**Discloser**". In consideration of the invitation to participate as a member of the SB, the Partner Organisation accepts the conditions set out within this Agreement. For the avoidance of doubt, the Consortium has approved the use of this Agreement. For the avoidance of further doubt, the Partner Organisation is entitled to one vote only regardless of the number of representatives attending any SB meeting.

The functions and procedures of the SB are listed in articles 6.1, 6.2, 6.3 of the Consortium Agreement a copy of which is appended hereto as Schedule 3.



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For the Project Period the Partner Organisation agrees to the following:

- (a) the Partner Organisation commits itself to carry out its work as per Section 4 of Annex 1 to the Grant Agreement;
- (b) to ensure that all Confidential Information disclosed to the Partner Organisation as a member of the SB remains confidential during the Project and for a period of four (4) years after the end date of the Project;
- (c) not to become involved in any commercial, manufacturing, scientific, literary or any other exploitation of the Confidential Information, whether alone or in conjunction with another party (by licence or otherwise), or use Confidential Information otherwise than for undertaking the Partner Organisation's duties as a member of the SB without the written consent of the Discloser;
- (d) not to disclose the Confidential Information either directly or indirectly to any third party without the written consent of the Discloser;
- (e) to return to the Discloser on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form;
- (f) the Partner Organisation will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with the Project. The Partner Organisation will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence the Partner Organisation will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

The Partner Organisation agrees that the above obligations of confidentiality and non-use shall not apply in the following circumstances:-

- (i) when any such Confidential Information is public knowledge through previous publication, or when following disclosure to the Partner Organisation as a member of the SB, becomes general or public knowledge either through no fault of the Partner Organisation or following further written agreement between the Partner Organisation and the Discloser;
- (ii) when any such Confidential Information can be shown by the Partner Organisation to have been in the Partner Organisation's possession prior to disclosure under this Agreement, except when such Confidential Information was supplied by the staff, students or agents of the Discloser;
- (iii) when any such Confidential Information is received by the Partner Organisation from a third party that the Partner Organisation reasonably believe has no similar obligation of confidentiality to the Discloser;
- (iv) when the Partner Organisation can reasonably demonstrate that any such information has been previously developed by the Partner Organisation without reference to, or without prior benefit of, the Confidential Information or was required to be disclosed in order to comply with applicable laws or statutory regulations or with a court or administrative order.

The term "Partner Organisation" in this Agreement is used in a colloquial sense and nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Partner Organisation and RHUL (or any other member of the Consortium), or the relationship between them of principal and agent. No party has any authority to make any representation or commitment, or to incur any liability, on behalf of any other party.



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RHUL and the other members of the Consortium, as the case may be, will own the Results and may publish the Results in accordance with the Grant Agreement and Consortium Agreement and do not require the permission of the Partner Organisation to publish. Where appropriate, RHUL and the other members of the Consortium will acknowledge the contribution of the Partner Organisation.

The Partner Organisation confirms that it will not disclose or pass to RHUL or any other member of the Consortium any biological materials, chemical materials, genetically modified organism, human specimen, and/or personal data (other than limited personal data relating to its employees who are involved in the Project) and should this change the Partner Organisation agrees to amend this Agreement or put in place a further agreement to set out the assurances it will provide and any additional obligations which the receiving Party will adhere to.

The liability of RHUL and any other member of the Consortium is several and the aggregate liability of RHUL (and any other member of the Consortium) to the Partner Organisation for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement will not exceed in total £10,000 (ten thousand pounds sterling). Nothing in this Agreement limits or excludes RHUL (or any other member of the Consortium)'s liability for a) death or personal injury caused by negligence; and b) any fraud or for any sort of liability that, by law, cannot be limited or excluded.

In accordance with Section 4.1 of the Consortium Agreement this Agreement shall be governed and construed in accordance with Belgian law and the Belgian courts shall have exclusive jurisdiction over it. Any ancillary agreements, amendments or additions hereto shall be agreed in writing.

The Agreement is executed as an agreement.

By and on behalf of ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE

Signature:

Alicen Nickson

Name: Alicen Nickson

Position: Director of Research and Enterprise

Date:

17/ Jul / 2019

By and on behalf of Partner Organisation

Signature:

IL PRESIDENTE
(Prof. Carlo DOGLIONI)

Name: Professor Carlo Doglioni

Position: President of INGV

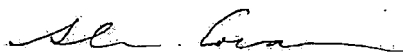
Date: 9 SET. 2019



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Signed as read and understood by the Principal Investigator:

Signature:



Name: Professor Glen Cowan

Position: Professor of Physics

Date: 12/7/2019

Signed as read and understood by the Partner Organisation Technical Contact:

Signature:



Name: Rosario Peluso

Position: Responsible of UF1 at Osservatorio Vesuviano, Naples

Date: 02/09/2019



Schedule 1

List of the collaborators for the Project

Institution's Name	Organisation short name	Country
Royal Holloway and Bedford New College	RHUL	UK
Istituto Nazionale di Fisica Nucleare	INFN	IT
Universita Degli Studi di Napoli Federico II	UNINA	IT
Max-Planck-Gesellschaft zur Förderung der Wissenschaften EV	MPP	DE
Stichting voor Fundamenteel Onderzoek der Materie	FOM	NL
Pangea Formazione SRL	PANGEA	IT
Lunds Universitet	LU	SE
Universitetet i Oslo	UiO	NO
European Organization for Nuclear Research	CERN	CH
The University of Edinburgh	UEDIN	UK



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Schedule 2

List of the Partner Organisations for the Project

Partner organisation's Name	Organisation Short Name	Country
KPMG Advisory NV	KPMG	NL
Digitalcomœdia S.r.l.	DCOM	IT
Cicero Center Klimaforskning	CICERO	NO
Fiscal Technologies	FISCAL	UK
Ludwig-Maximilians-Universitaet	LMU	DE
Yandex	YNDX	RU
Istituto Nazionale Di Geofisica e Vulcanologia	INGV	IT
Universita Degli Studi Di Padova	UNIPD	IT
Technische Universitaet Muenchen	TUM	DE
University of Amsterdam	UaV	NL
Stiftung Deutsches Elektron-Synchrotron	DESY	DE
ESR Representative	ESR	
Computational Center for Particle and Astrophysics (lead by the Leibniz Supercomputing Centre of the Bavarian Academy of Sciences and Humanities)	C2PAP	DE



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Schedule 3

Consortium Agreement (CONFIDENTIAL) for the Project



Signed Consortium
Agreement from Euro



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Schedule 4

Grant Agreement (CONFIDENTIAL) for the Project including Annex 1



**Grant
Agreement-765710-IN**

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