



Delibera n. 95/2021

30 Aprile 2021

Allegato AG al Verbale n. 02/2021

Oggetto: Collaboration for research activities between Istituto Nazionale di Geofisica e Vulcanologia (INGV) e Universidad de Las Palmas de Gran Canaria.

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 Leg.vo 25/11/2016, n. 218, concernente "Semplificazione delle attività degli Enti Pubblici di Ricerca ai sensi dell'art. 13 della Legge 7/08/2015, n. 124";

VISTO lo Statuto dell'INGV, approvato con Delibera del Consiglio di Amministrazione n. 114/2020 del 19 giugno 2020, emanato con Decreto del Presidente n. 78/2020 del 27/10/2020, pubblicato sul Sito WEB istituzionale – Avviso di emanazione di cui al Comunicato su Gazzetta Ufficiale della Repubblica Italiana - Serie generale - n. 264 del 24 ottobre 2020, 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 il Regolamento di Organizzazione e Funzionamento dell'INGV, emanato con Decreto del Presidente n. 36/2020 del 22/04/2020, pubblicato sul Sito WEB istituzionale e in particolare, l'art. 29 il quale disciplina le *Collaborazioni con soggetti esterni*, stabilendo al primo comma che: *"I rapporti di collaborazione nell'attività di ricerca tra l'Ente e soggetti pubblici e privati, italiani e stranieri sono regolati attraverso contratti aventi come riferimento di massima la seguente tipologia: protocolli d'intesa, accordi di programma quadro, convenzioni operative"*;

VISTO il Regolamento del Personale, emanato con Decreto del Presidente n. 12/2021 del 25/02/2021, pubblicato sul Sito Web istituzionale;

VISTO il Regolamento di Amministrazione, Contabilità e Finanza, adottato con Delibera del Consiglio di Amministrazione n. 145/2020 del 22 luglio 2020, ed emanato con Decreto del Presidente n. 75/2020 del 21 ottobre 2020;

VISTO lo schema del Collaboration for research activities between Istituto Nazionale di Geofisica e Vulcanologia (INGV) e Universidad de Las Palmas de Gran Canaria;

VALUTATA, dunque, l'opportunità di procedere alla sottoscrizione del sopra citato Collaboration for research activities, che prevede che vengano effettuate analisi isotopiche di prodotti vulcanici nell'ambito del Progetto *"Geochronology and petrogenesis of the Holocene volcanism of El Hierro, Canary Islands (Acronimo: LAJIAL)"*;



CONSIDERATO che l'attività da espletare rientra tra i compiti scientifici e istituzionali dell'INGV;

VISTO il parere favorevole del Direttore di Sezione e del Direttore di Dipartimento;

su proposta del Presidente,

DELIBERA

L'approvazione dello schema del Collaboration for research activities between Istituto Nazionale di Geofisica e Vulcanologia (INGV) e Universidad de Las Palmas de Gran Canaria, allegato alla presente quale parte integrante e sostanziale (all.1).

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

Firmato il 14/05/2021

Depositato presso la Segreteria del Consiglio in data 14/05/2021

La segretaria verbalizzante
(Dott.ssa Maria Valeria INTINI)

IL PRESIDENTE
(Prof. Carlo DOGLIONI)

COLLABORATION FOR REASERCH ACTIVITIES
BETWEEN
ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA, ITALY

AND

UNIVERSIDAD DE LAS PALMAS DE GRAN CANARIA - PROF. FRANCISCO
JOSÉ PÉREZ TORRADO, RESPONSIBLE OF LAJIAL PROJECT

ON
GEOCHEMICAL AND ISOTOPIC CHARACTERIZATION OF VOLCANIC
PRODUCTS FROM EL HIERRO ISLAD

The Istituto Nazionale di Geofisica e Vulcanologia (hereafter INGV) is the Italian institution responsible for geophysical and volcanological monitoring of volcanoes in Italy and devoted to study, among the others, the evolution and structure of the magmatic systems feeding active and non-active volcanoes worldwide. The Universidad de Las Palmas de Gran Canaria (hereafter ULPGC) offers a wide range of degrees in all the major fields of knowledge. Moreover, in the framework of the Spanish research project “Geochronology and petrogenesis of the Holocene volcanism of El Hierro, Canary Islands (Acronym: LAJIAL) (PGC2018-101027-B-I00)” funded by the Spanish Ministry of Science and Innovation (State R&D Program Oriented to the Challenges of the Society), Prof. FRANCISCO JOSÉ PÉREZ TORRADO, as head researcher of the project and the research team involved are deepening the knowledge of the Holocene subaerial volcanism of El Hierro, key to understand the volcanic activity of the Canary Islands as a whole and to prevent the impact of future eruptions on its westernmost island.

The INGV, represented by his President, Prof. CARLO DOGLIONI

and

UNIVERSIDAD DE LAS PALMAS DE GRAN CANARIA, represented by the head of the LAJIAL project, Prof. FRANCISCO JOSÉ PÉREZ TORRADO,

Both of them hereafter referred to as the Parties;

WHEREAS, the Parties are mutually interested in cooperation for the development of the research activities related to:

1. The petrographic characterization of the El Hierro erupted products;
2. The chemical and isotopic (Sr, Nd, Li) characterization of the El Hierro erupted products,

HAVE AGREED AS FOLLOWS:

ARTICLE 1: AGREEMENT

This agreement is an open agreement for collaboration between the two Institutions.

People officially responsible for INGV and LAJIAL project are: dott.ssa Ilenia Arienzo for isotope analyses and Prof. Francisco José Pérez Torrado as head researcher of the project.

ARTICLE 2: AREAS OF COOPERATION

1. Initiate and pursue the cooperative project dealing with:
 - The petrographic characterization of the erupted products
 - The chemical and isotopic (Sr, Nd, Li) characterization of the erupted products
 - The reconstruction of the evolution of the magma feeding system
2. Maintain and promote channels of cooperation and communication with the aim of realizing the exchange of petrological and geochemical data.
3. Promote the knowledge transfer between parties.

ARTICLE 3: FORMS OF COOPERATION

The Parties agree to the following general forms, subject to their prevailing laws and regulations, procedures and policies:

1. Exchanging scientific and technical information on the field activity, petrology, geochemistry and volcanology;
2. Exchanging researchers for conferences, colloquia, symposia and sharing of scientific and technical experiences
3. Encouraging joint publication of research results in the fields of petrology, geochemistry and volcanology.

ARTICLE 4: RESPONSIBILITY OF THE PARTIES

Each Party will do its best effort for broadcasting the data toward the other Party with best reliability and availability.

ARTICLE 6: FINANCIAL ARRANGEMENT

For the action of the analytical activities at the Radiogenic Isotope Laboratory (Clean Lab. and Mass Spectrometry Lab) of INGV-OV the LAJIAL project, responsible Prof. FRANCISCO JOSÉ PÉREZ TORRADO, has a specific funding that cover the flat rate reimbursement of expenses. The total due, in one single payment, for the whole set of analyses, is 5000.00 euros. The INGV will issue a regular invoice no VAT.

The financial support will be performed on the following bank account by bank transfer
Bank: INTESA SAN PAOLO S.P.A

Bank account IBAN: IT72G0306905020100000046126

Banking reasons: Isotope analyses, Radiogenic isotope laboratory INGV – Osservatorio Vesuviano

ARTICLE 7: RESULTS AND PUBLICATIONS

Scientific works developed under this collaboration owned by the INGV and the LAJIAL project research team may be made available to the general scientific community through international publications, seminars, lectures and conferences.

ARTICLE 8. INTELLECTUAL PROPERTY RIGHT

1. Any intellectual Property Right brought by one of the Parties for implementation of cooperation activities under this collaboration shall remain the property of the Party.
2. Each Party certifies that the intellectual Property Right is not resulted from the infringement of any third party's legitimate rights.

3. Any intellectual Property Right data information resulting from the research activities conducted under this collaboration shall be jointly owned by the two Parties and both Parties shall be allowed to use such property for non-commercial purposes free of royalty.
4. Termination of this collaboration shall not affect intellectual Property Right and/or obligations linked to any data and information resulting from the activities conducted under this collaboration, after termination.

ARTICLE 9: INSTRUMENTATION PROPERTY

All equipment and material purchased on their own budget by each Party for the existing joint cooperation remain the property of the Party.

ARTICLE 10: DATA PROPERTY AND DATA POLICY

The data acquired by using the equipment and material purchased by each Party for the existing joint cooperation shall be property of the two Party.

The policy of the data acquired by using these equipment and materials for the existing joint cooperation follows the data policy of the owner Party

ARTICLE 11: SETTLEMENT OF DISPUTE

The Parties shall make all reasonable efforts to resolve any disputes concerning the interpretation of application of this collaboration amicably by consultation or negotiation between the two Parties

ARTICLE 12: ENTRY INTO FORCE, DURATION, TERMINATION, AMENDMENT

This collaboration shall become effective on the date of its signing and it shall be valid for two (2) years. This collaboration will expire at the end of the validity period. Thereafter, the Parties may sign a new collaboration.

This collaboration may be amended at any time, subject to the prior written agreement of both Parties.

The termination of this collaboration shall not affect any other prospective agreements between the Parties.

ARTICLE 13: MISCELLANEOUS

Matters not provided for by this collaboration shall be determined through mutual consultation and agreement by the Parties

The Parties shall abide by the principle of equal opportunity and non-discriminate in accordance with their laws and regulations in the administration of this collaboration and in the exchange of researchers, scientists, faculty members or students and technical staffs.

IN WITNESS WHEREOF, the unsigned have signed this collaboration.

DONE IN TWO ORIGINAL DOCUMENTS IN ENGLISH. Both documents are being equally authentic.

For
Istituto Nazionale di
Geofisica e Vulcanologia

For
Universidad
de Las Palmas de Gran
Canaria/ Responsible
of LAJIAL project