

Delibera n. 120/2021 04 Giugno 2021 Allegato O al Verbale n. 03/2021

Oggetto: Cooperation Agreement on mutual ionospheric research Istituto Nazionale di Geofisica e Vulcanologia (INGV) e Navis Centro of the Hanoi University of Science and Technology

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 Cooperation Agreement on mutual ionospheric research Istituto Nazionale di Geofisica e Vulcanologia (INGV) e Navis Centro of the Hanoi University of Science and Technology;

RITENUTO opportuno per l'INGV procedere alla sottoscrizione del predetto Agreement, che ha ad oggetto lo sviluppo di progettualità scientifiche che



coinvolgono le due parti, soggiorni presso le due parti, l'organizzazione di meeting scientifici, seminari e corsi su tematiche specifiche;

VALUTATA, dunque, l'opportunità di procedere alla sottoscrizione del sopra citato Cooperation Agreement, che riguarda l'attività formativa e di sviluppo di collaborazioni scientifiche nei seguenti ambiti: 1. ionospheric physics, 2. GNSS technology, 3. space weather;

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 Cooperation Agreement on mutual ionospheric research Istituto Nazionale di Geofisica e Vulcanologia (INGV) e Navis Centro of the Hanoi University of Science and Technolog, 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 10/06/2021Depositato presso la Segreteria del Consiglio in data 10/06/2021

La segretaria verbalizzante (Dott.ssa Maria Valeria INTINI)

IL PRESIDENTE (Prof. Carlo DOGLIONI)







COOPERATION AGREEMENT ON MUTUAL IONOSPHERIC RESEARCH BETWEEN ISTITUTO NAZIONALE DI GEOFISICA E VUCANOLOGIA AND NAVIS CENTRE OF THE HANOI UNIVERSITY OF SCIENCE AND TECHNOLOGY

The Istituto Nazionale di Geofisica e Vulcanologia, hereafter "INGV", with address Via di Vigna Murata 605, 00143 Rome (Italy), represented by its President, Prof. Carlo Doglioni,

and

NAVIS Centre, School of Information and Communication Technology (SOICT), Hanoi University of Science and Technology, hereafter "HUST", with address No. 1 Dai Co Viet Street, Hai Ba Trung District, Ha Noi, Viet Nam represented by the Dean of the Information and Communication Technology School, Prof. Ta Hai Tung.

INGV and NAVIS, both hereinafter referred to collectively as "Parties" and individually as a "Party".

CONSIDERING THAT

- HUST is a public university whose key mandate is to provide quality education, training, research and outreach and opportunity for innovation for the advancement of the individual and society.
- The NAVIS Centre and INGV have a long-lasting collaboration, which includes participation to common projects, like those funded by the European Space Agency (GINESTRA, ERICA and IBISCO) and the recently concluded BELS+, funded by the European Community under H2020 scheme, in which the SpacEarth Technology, the first INGV spin-off was involved.
- INGV is currently the largest European public research institution in Geophysics and

Volcanology.

- INGV main mission is the monitoring and the study of geophysical phenomena in both the solid
 and fluid components of the Earth. In particular, INGV owns and manages permanent
 ionospheric observatories and networks collecting measurements at the base of important
 achievements in the space weather field.
- INGV scientific activities focus on the systematic observations of space and ionospheric phenomena providing radio propagation and space weather services, in particular they are based on Global Navigation Satellite System and ionosonde data.
- NAVIS Centre is recognized as an outstanding research centre in Global Navigation Satellite
 System technology
- Based on this common goal between INGV and NAVIS; it is possible and useful for mutual benefits, to establish a closer collaboration between the two institutes to develop scientific and technological activities;

Considering the development of cultural and scientific cooperation to be of mutual advantage to both parties, and desiring to reinforce such cooperation, the parties agree on the following points:

- 1. Scientific and educational cooperation shall be undertaken in the field(s) of:
 - a) Ionospheric Physics
 - b) GNSS technology
 - c) Space weather

Such cooperation shall be carried out on the basis of equal and mutual advantage, taking into consideration, through mutual consent, the budget available at the moment in time and the experience acquired by the interested scholars from both parties.

- 2. In order to achieve the objectives set out in the number 1. scientific and educational cooperation may be implemented in the following ways:
 - a) Exchange of visits by scholars;

- b) Participation in research programmes;
- c) Organization of scientific meetings, seminars and courses on subject(s) laid down in the Agreement
- d) Exchange of scientific information and scientific papers.
- 3. To realize the afore-mentioned points, it is possible to promote a reciprocal exchange of scientific staff between both parties, in accordance with the available budget. The contracting parties undertake to cover the cost of round trips and residence costs undertaken by their own scholars (visiting professors) in accordance with applicable norms and regulations in force at both institutes. The exchange of scholars, within the conditions stated above, shall, in all circumstances, be based on a condition of reciprocity.
- 4. Two months before the presumed starting date of planned activities, the respective scientific scholars involved in the project in both institutions shall make contact, exchanging all the necessary information about procedures, times and everything required for the effective execution of the programme.
- 5. The respective scientific scholars responsible for the project are **Dr. Luca Spogli for INGV** and **Dr. Vinh La The for HUST.**
- 6. Scholars sent by one institution to the other must have both medical and accident insurance. This may be provided either by their home institution, according to its own regulations, or it may be directly set up by the interested person, through the stipulation of a policy with an insurance agency guaranteeing the above mentioned risks.
- 7. Each party shall ensure, in compliance with its respective laws and regulations, any kind of assistance and facilities for scholars temporarily residing on its territory, allowing them to perform the assigned tasks under provisions of this Agreement.

- 8. This Agreement is subject to the approval of the competent authorities, according to the national laws of each University, and will come into force when the signatures by the Dean of the Information and Communication Technology School and INGV-President are affixed.
- 9. NAVIS agrees to provide the data collected by the GNSS receivers located at NAVIS premises and initiatives within the framework of this Agreement shall be available to both Parties. The availability to a third Party shall be evaluated and mutually agreed on a case-by-case basis. NAVIS agrees to guarantee the proper data flow of the observed parameters to INGV for related research and product development. Data could be made available by a dedicated web page where a clear identification of the data provider will be ensured.
- 10. The scientific and technical results derived from the observing data from any station or equipment establishment arising from this agreement shall be shared and published mutually.
- 11. This agreement shall remain in force for three (3) years and may be terminated by either party with a minimum of 120 days written notice. Activities in progress at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise agreed.
- 12. Parties may apply for renewal of the Agreement for a further period of equivalent duration. If not renewed, the Agreement expired ceases its effects, without prejudice to the continuation of any ongoing activities.
- 13. An arbitrator's council, made up of a member chosen by each contracting party and a jointly chosen one, shall resolve any eventual controversy concerning the interpretation and application of this Agreement.
- 14. This Agreement shall enter into force upon signature by both Parties and remain in force for 3 (three) years. It may be amended, or terminated with written notice of one of the Parties at any time 120 days in advance.

Istituto Nazionale di Geofisica e Vulcanologia	NAVIS Centre
Prof. Carlo Doglioni	School of Information and Communication Technology
(Signature)	Prof. Ta Hai Tung
Place Date	(Signature)
	Place Date