



Delibera n. 121/2021  
04 Giugno 2021  
Allegato P al Verbale n. 03/2021

Oggetto: Memorandum of Understanding European Gravitational Observatory and Istituto Nazionale di Geofisica e Vulcanologia

### 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 Memorandum of Understanding European Gravitational Observatory and Istituto Nazionale di Geofisica e Vulcanologia;

RITENUTO opportuno per l'INGV procedere alla sottoscrizione del predetto Memorandum, che riguarda lo studio, lo sviluppo e l'implementazione di un sistema di allarme preventivo per i terremoti (EEWS), volto a proteggere il rilevatore di onde gravitazionali (GW) Virgo dagli effetti del movimento del suolo generato da terremoti grandi e moderati che si verificano a distanza telesismica;



VALUTATA, dunque, l'opportunità di procedere alla sottoscrizione del sopra citato Memorandum, avente a oggetto il quadro degli studi e delle ricerche congiunte su dati selezionati prodotti dai rispettivi strumenti, per lo sviluppo e il miglioramento della strumentazione e dei programmi di analisi per uso geofisico e sismologico;

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 Memorandum of Understanding European Gravitational Observatory and Istituto Nazionale di Geofisica e Vulcanologia, 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 10/06/2021

Depositato presso la Segreteria del Consiglio in data 10/06/2021

La segretaria verbalizzante  
(Dott.ssa Maria Valeria INTINI)

IL PRESIDENTE  
(Prof. Carlo DOGLIONI)

**COLLABORATION AGREEMENT**  
For studies and research activity  
in the seismological and geophysical field

**BETWEEN**

The **Istituto Nazionale di Geofisica e Vulcanologia** (hereinafter **INGV**), with registered office in Rome, Via di Vigna Murata n. 605, in the person of its President and legal representative Prof. Carlo Doglioni, born in Feltre (BL) on 25 January 1957,

hereinafter referred to as «**INGV**»

**AND**

The **European Gravitational Observatory** (hereinafter **EGO**), fiscal code n° 90029060507, with a registered office located in Via Edoardo Amaldi, loc. Santo Stefano a Macerata 56021 Cascina (PI), Italy, represented by the Director, Prof. Stavros Katsanevas, born in Athena (Greece) on 16 April 1953, C.F. n° KTSSVR53D16Z115A,

**and**

The **Virgo Collaboration**, represented by the Virgo Spokesperson, Giovanni Losurdo,

hereinafter referred to as «**EGO/Virgo**».

The authorized legal representative for all signatures of EGO and The Virgo Collaboration is the Director of EGO.

All of the above are individually referred to as the «Party» and collectively referred as the «Parties».

**CONSIDERING THAT:**

- EGO is a consortium founded, according to article 2602 and following articles of the Italian Civil code, with the constitutive act N. 1108 registered in Pisa the 29 December 2000 amended by the notary deed N. 983 registered in Pisa on 10/02/2009, by the notary deed N. 5391 registered in Pisa on 25/09/2015 and by the notary deed N. 8552 registered in Pisa on 16/10/2020, with the purpose to complete the construction of the Virgo gravitational wave detector (hereinafter referred to as «the Virgo detector» or «Virgo»), to ensure its scientific exploitation as well as to promote research activities in the field of gravitation in Europe. The only Members of the consortium are at present the public institutions - Centre National de la Recherche Scientifique (CNRS), the Istituto Nazionale di Fisica Nucleare (INFN) and the Dutch National Institute for Subatomic Physics (Nikhef);
- The Virgo Collaboration is currently composed of approximately over 650 researchers, engineers and technicians from about 119 institutes in 14 different countries. The overall scientific exploitation of the Virgo detector is the responsibility of the Virgo Collaboration. Decision are taken by the Virgo Steering Committee;
- INGV is a public research organization established by DL 381/1999 whose main mission is to monitor the geophysical phenomena of the planet Earth;
- the operation of the Virgo detector is strongly influenced by the seismic and atmospheric activity in the vicinity of the EGO site, for which appropriate data analysis tools and procedures are in place;
- INGV is entrusted with the surveillance of seismicity throughout the national territory and the tsunami alert within the NEAMTWS (North-Eastern Atlantic and Mediterranean Tsunami Warning System) through technologically advanced instrumentation networks, distributed throughout the national territory, whose data are transmitted in real time;
- INGV's scientific objectives include, as stated in its Statute, research activities on the natural processes of the Earth system, through:
  - the systematic survey, by means of multi-parameter networks and observatories, of geophysical phenomena occurring in the solid and fluid Earth;
  - the conduction of specific laboratories;
  - the analysis of observations aimed at monitoring and modelling natural processes;

- the research conducted by both Parties involves collaboration with institutions in other countries pursuing similar aims;

## **THE PARTIES AGREE THE FOLLOWING:**

### **Article 1 – Premises**

The premises form an integral and substantial part of this Agreement.

### **Article 2 – Purpose of the Agreement**

The purpose of the present Agreement (hereinafter referred to as “the Agreement”) is to define the frame of the joint studies and research:

- on selected data produced by their respective instruments;
- for the development and improvement of instrumentation and analysis programs for geophysical and seismological use.

The research activity (hereinafter the “Activity”) is better described in the TECHNICAL ANNEX, which can be updated upon mutual consensus of the Parties.

Should such studies and research be carried out in an advantageous manner through collaborations involving national or foreign third parties, the Parties agree to pursue their objectives also through specific agreements with such bodies.

The present Agreement and any Technical Annex(es) thereto, include all of the obligations of the Parties.

### **Article 3 – Supervision of the Agreement**

The execution of this Agreement is entrusted:

- for EGO/Virgo is concerned, to the EGO Director;
- for INGV is concerned, to the Director of the Pisa Office.

The supervision of the Activities is specified in the Technical Annex.

### **Article 4 - Contributions of the Parties**

For the pursuit of the general objectives of this Agreement, each Party undertakes to provide data, knowledge, codes and computing resources, instrumentation, infrastructure and any other element as detailed in the Technical Annexes. The Parties acknowledge that any other

commitment not explicitly defined shall be subject to the approval of the respective Deliberative Bodies.

#### **Article 5 – Confidentiality, Publications**

For the execution of the Activity, if the use of information, methods or procedures, prior to the Agreement and exclusively available to each Party, is envisaged, these shall be made available free of charge, without prejudice to the confidentiality and property rights already recognised in favour of third parties or exclusively owned by third parties.

It is understood that each Party is and remains the owner of its own previous knowledge, which shall be made available to the other Party, where necessary, solely for the purposes and the duration of the Agreement.

Unless otherwise agreed in writing, each Party shall keep confidential any facts, information, documents and objects belonging to the other Party of which it has become aware by virtue of this Agreement.

#### **Article 6 – Ownership of results**

Neither party may disseminate the results of the Activity independently, without the prior authorization of the other Party. The Parties are subject to the obligation to give adequate prominence to the role played by the partner in the achievement of the results and in compliance with previous agreements.

The parties are co-owners of the intellectual property rights on the results created, patentable or protectable by other forms of industrial property rights, generated jointly by the research Activity covered by this Agreement, according to quotas to be established by specific written agreement (Co-ownership agreement), which will take into account the actual creative contribution employed by each Party.

#### **Article 7 – Resources**

The activities of each party will be funded by its own funds. The Parties undertake to jointly submit project proposals for access to external funding from national and international agencies that have as their object the implementation of the activities referred to in this Agreement, and/or provide for the use of the relevant data. It is understood that each Party reserves the right to submit project proposals independently if they are focused on specific applications that do not fall within the objectives of the other Party.

The list of personnel involved in the execution of this agreement will be chosen independently by each Party and by the persons involved in each activity. This list and its eventual changes will be informally discussed and shared with the other Party.

#### **Article 8 – Duration and termination**

The Agreement will take effect on the day of its signature and will last three (3) years.

At the end of this period, the Parties undertake, by mutual agreement, to evaluate the results achieved and the further research activities that can be carried out in order to extend the duration of the Agreement for a further three years, if necessary.

It may be terminated by either of the Parties in the event of non-performance by the other Party of one or more of the obligations contained in the various clauses thereof. The termination will be solely effective three (3) months after notification sent by the terminating Party via certified mail to the defaulting Party and presenting the grounds of the demand for termination.

Notwithstanding the expiration or early termination of the Agreement:

- the provisions of article 5 “Confidentiality, Publications” shall remain in effect in accordance with the terms provided for under said article;
- except where otherwise stipulated, also the provisions of article 6 “Ownership of results” shall remain in effect.

#### **Article 9 – Responsibilities**

Each Party assumes responsibility for any damage that may be caused by its staff or guests to the facilities and/or equipment made available by the other Party. Each Party shall ensure and guarantee the compliance with the legislation on individual and collective safety in the workplaces and premises and equipment made available to each other and shall independently provide the necessary insurance coverage for its staff. The obligations provided for by the law on health and safety remain the responsibility of the respective employers.

#### **Article 10 – Dispute resolution**

In the event of any dispute or difference arising out of the interpretation or implementation or application of the provisions of this Agreement, the Parties hereby undertake to settle it amicably through negotiations between INGV and EGO/Virgo that may result in appropriate amendment of this Agreement.

If no amicable agreement is reached within a period of thirty (30) days, the Parties shall submit the dispute to arbitration in accordance with such rules as they shall define, taking into account that the governing body of EGO is the EGO Council.

In the event of persistent disagreement, the competent Italian court shall have sole jurisdiction.

This Agreement is digitally signed by each Party in a unique original copy and shall be subject to registration only in case of use by the Party concerned.

Read, approved and digitally undersigned

Date:

For INGV, the President  
Carlo Doglioni

Date:

For EGO, the Director  
Stavros Katsanevas

Date:

Visa of the Virgo Collaboration Spokesperson  
Giovanni Losurdo