



Delibera n. 227/2021

26 Novembre 2021

Allegato AD al Verbale n. 06/2021

Oggetto: Accordo di Collaborazione INGV-EMSO ERIC- Conferimento contributo in-kind 2022 per l'operatività dell'Ufficio centrale di EMSO ERIC (Central Management Office) Conferimento del personale "in-kind" per l'anno 2022 a favore di EMSO ERIC.

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'articolo 13 della legge 7 agosto 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;

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;

Visto il Regolamento del Personale dell'INGV, emanato con Decreto del Presidente n. 12/2021 del 25/02/2021, pubblicato sul Sito WEB istituzionale;

Visto il Regolamento (CE) n. 723/2009 del Consiglio dell'Unione Europea e successive modifiche e integrazioni relativo al quadro giuridico comunitario applicabile ad un consorzio per un'infrastruttura europea di ricerca (ERIC);

Vista la decisione di esecuzione (UE) 2016/1757 della Commissione, relativa all'istituzione di un consorzio per un'infrastruttura europea di ricerca relativo all'Osservatorio multidisciplinare europeo del fondo marino e della colonna d'acqua - ERIC EMSO, pubblicata sulla Gazzetta Ufficiale Europea del 1 Ottobre 2016;

Visto l'art. 16 dello Statuto di EMSO ERIC, che disciplina le risorse di cui al comma 1;

Visto il Decreto Ministeriale per il riparto del Fondo ordinario per gli Enti e le Istituzioni di ricerca, con il quale il MIUR ripartisce i finanziamenti necessari per la partecipazione italiana agli ERIC sotto la voce «attività di ricerca valenza internazionale» e in particolare, l'art. 1 comma 3 che prevede testualmente " I



contributi per la partecipazione agli ERIC, o ai progetti da questi realizzati, sia nella forma in-kind sia di contributi finanziari a valere sul FOE, questi ultimi come determinati nella relativa tabella riferita alle "Attività di ricerca a valenza internazionale" costituiscono a tutti gli effetti quota di entrata dei bilanci dei medesimi ERIC, anche mediante eventuale trasferimento diretto";

Vista la nota prot. n. 0023125/2021, con la quale il Direttore Generale di EMSO ERIC, prof. Danobeitia, ha avanzato la richiesta del conferimento "in-kind" per il personale necessario alle esigenze funzionali del *Central Management Office*;

Vista la nota prot. n. 0023750/2021, con la quale la dott.ssa Laura Beranzoli, Coordinatrice dell'attività di ricerca a valenza internazionale nell'ambito dell'Infrastruttura EMSO, ha trasmesso la bozza di accordo di collaborazione;

Tenuto conto che la finalità del contributo "in-kind" delle risorse umane in favore di EMSO ERIC si rinviene non solo nell'assolvimento degli obblighi dell'Italia derivanti dallo Statuto e da decisioni assembleari del Consorzio ma, anche in una positiva ricaduta per l'INGV in termini di ampliamento delle possibilità di accrescimento del valore delle risorse INGV nonché, di qualità, internazionalità, cooperazione e innovazione dell'attività di ricerca e tecnologica;

Visto lo schema di Accordo e le disposizioni in esso contenute;

Ritenuto che l'INGV intende promuovere, sostenere e supportare EMSO ERIC al fine di rappresentare in modo adeguato l'impegno assunto dall'Italia;

Valutate le esigenze scientifiche, gestionali e tecnologiche dell'Istituto;
su proposta del Presidente,

DELIBERA

Art 1

Per i motivi indicati in premessa e al fine di rappresentare in modo adeguato l'impegno assunto dall'Italia, è approvato lo schema del Collaboration Agreement tra INGV e EMSO ERIC allegato alla presente, quale parte integrante e sostanziale. Viene dato mandato al Presidente alla sottoscrizione definitiva degli atti.

Art. 2

Ai sensi dell'art. 4 del suddetto accordo è autorizzato il conferimento del personale "in-kind" a favore di EMSO ERIC, per l'anno 2022 per le esigenze funzionali del *Central Management Office*, come indicato nel prospetto di cui all'Annex 1.

Art 3

L'INGV continuerà a corrispondere il trattamento giuridico e economico connesso al rapporto di lavoro di ciascun dipendente, incluso il buono pasto nonché, ad assolvere agli obblighi previdenziali e assicurativi, compresi quelli relativi alla copertura della responsabilità civile verso i terzi e, continuerà a farsi carico degli



oneri derivanti da eventuali controversie che a qualunque titolo dovessero insorgere in ordine al rapporto di lavoro del dipendente conferito.

Il personale conferito “in – kind” provvederà a inserire il giustificativo in Work Flow “Attività Lavorativa per EMSO” per la gestione delle presenze in favore di EMSO ERIC. Le spese delle prestazioni lavorative in missione saranno a carico di INGV e graveranno sui fondi EMSO MIUR.

Il conferimento in-kind potrà cessare su richiesta scritta del personale interessato.

Firmato il 02/12/2021

Depositato presso la Segreteria del Consiglio in data 02/12/2021

La segretaria verbalizzante
(Dott.ssa Maria Valeria INTINI)

IL PRESIDENTE
(Prof. Carlo DOGLIONI)

**Collaboration Agreement
for the management of the Italian Contribution
to EMSO ERIC Research Infrastructure**

DRAFT

THIS AGREEMENT is made BETWEEN

ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA, established in Via di Vigna Murata 605, 00143 Roma (Italy), Fiscal Code and VAT number 06838821004 and represented by the President Prof. Carlo Doglioni, hereinafter referred to as “INGV”

AND

EMSO ERIC, established in Via di Vigna Murata 605, 00143 Roma (Italy), Fiscal Code 97908370584 and VAT number IT14062811006 represented by the Director General Prof. Juanjosè Dañobeitia, hereinafter referred to as “EMSO ERIC”

hereafter collectively referred to as “the Parties”

PREAMBLE

- WHEREAS INGV has the aim among its institutional tasks to promote and carry out research activities in the field of geosciences and disseminates the activity results also in collaboration with universities and research centres and other public, private, national, European, non- European and international entities;
- WHEREAS EMSO ERIC, European Multidisciplinary Seafloor and water column Observatory European Research Infrastructure Consortium with headquarters in Rome has been established by nine Countries: France, Greece, Ireland, Italy, Norway, Portugal, Romania, Spain, United Kingdom;
- WHEREAS EMSO ERIC aims to establish, coordinate, facilitate and optimize the use of pan-European facilities and sea operation resources in order to ensure maximum benefit to the ocean observation scientific community;
- CONSIDERING that according art. 9, paragraph 4 of the consolidated Regulation (EC) no. 723/2009 of 25 June 2009 on the Community legal framework for a European Research Infrastructure Consortium (ERIC) amended by Council Regulation (EU) no 1261/2013 of 2 December 2013, any Member State may be represented by one or more public entities, including regions or private entities with a public service mission, as regards the exercise of specified rights and the discharge of specified obligations as member of the ERIC;
- CONSIDERING that INGV, according Annex 5 of the EMSO ERIC Statutes, is the Italian Representing Entity;
- CONSIDERING that EMSO ERIC shall coordinate and manage contributions in goods, in-kind resources and monetary contributions;
- CONSIDERING that EMSO ERIC and INGV are willing to collaborate for pursuing the common scientific, technological and management objectives and the implementation and operation

of the EMSO ERIC including the Central Management Office, hereafter referred as to CMO, the organisational ERIC body providing assistance to EMSO ERIC Director General;

- CONSIDERING that according the provisions of article 12 of Decreto Legislativo number 213/2009, as well as INGV internal Regulation of Human Resources the INGV decision-making body may approve appropriate measures in order to promote interactions and experiences with public and private sector for its employees;
- CONSIDERING that according article 4 of the INGV Statutes the Italian participation to ERICs is also ensured trough the in-kind Contribution of its staff;
- CONSIDERING that INGV has identified the personnel compliant with the skills required by EMSO ERIC;
- CONSIDERING that the Italian Ministry for Education University and Research (MIUR) has provided INGV the annual funds dedicated to the participation to ERICs and to projects implemented by the ERICs;

HAVE AGREED AS FOLLOWS:

ART. 1 – PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to regulate the collaboration among the Parties in the framework of the Italian commitment and contribution to EMSO ERIC.

This Agreement shall in particular:

- i. Promote joint participation to projects for strengthening the basic knowledge and the qualification of human capital as well as a better exploitation of existing and emerging excellences;
- ii. Promote a collaborative process through which qualified human resources of INGV will support directly and indirectly the operation of EMSO ERIC;
- iii. Encourage and enhance forms of collaboration between the public research sector and European Research Infrastructures for strengthening aggregative experiences and integration of research-training-innovation systems;
- iv. Favour internationalization processes of research by developing a coordinated system of actions and synergies between the Parties in order to increase their levels of competitiveness.

ART. 2 - OBJECTIVES AND PRINCIPLES

This agreement sets out the collaboration framework defining the terms and conditions under which the Parties shall interact for mutual benefit.

INGV, according the principle of the loyal cooperation, shall execute the decisions of the Italian Government.

The Parties shall collaborate on the definition and the management of the Italian contribution to EMSO ERIC.

ART. 3 – FINANCIAL CONTRIBUTION

According to EMSO ERIC Statutes, INGV shall ensure the financial contribution needed for the Italian participation in EMSO ERIC by means of the annual dedicated funds received from the Italian Ministry for Education University and Research (MIUR).

The Parties agree that for each financial year EMSO ERIC Director General shall transmit a debt note to INGV and as a consequence, INGV decision-making body shall approve and authorize the transfer of funds.

INGV, as Italian Representing Entity, may transfer additional financial contribution for EMSO ERIC special needs upon prior discussion and approval of the Assembly of Members.

ART. 4 - IN-KIND CONTRIBUTION

An in-kind Contribution is a non-cash contribution provided by a Member to EMSO ERIC through the respective Representing Entity, and represents the provisions of goods, services, work space and human resources, and Intellectual Property.

a) Human resources.

The in-kind contribution of INGV is not limited to the fulfilment of the obligations in charge of Italy as Representing Entity and Host Country, but is also aimed at achieving a positive fallout for INGV in terms of widening the possibilities for increasing the value of its staff resources, in terms of professional skill and international dimension, and cooperative and innovative research activities.

The in-kind Contribution of INGV shall be agreed on annual base with a separate provision.

It is agreed that for each financial year EMSO ERIC, upon approval of the Assembly of Members shall transmit to INGV a formal request of the in-kind professional profiles needed for the full operation of the CMO.

INGV decision-making body shall identify the human resources in compliance with the skills required by EMSO ERIC and will propose a list of personnel that will be submitted to the in writing approval of its Director General.

For special needs the above list of personnel may be integrated with additional professional profiles upon request of EMSO ERIC.

The Parties agree that for 2022 the INGV human resources needed for the operation of the EMSO ERIC

Central Management Office, are identified in the Annex 1.

INGV is committed to guarantee the staff the facilities and services necessary for the work accomplishment at INGV premises.

INGV may use a special code on the INGV electronic time-sheets to mark the office hours worked by the in-kind staff in favor of EMSO ERIC.

The basic and ancillary wage of the above listed staff is fully charged to INGV in compliance to the National Research Work Contract.

INGV will continue to fulfil the social security and insurance obligations, including those relating to the coverage of civil liability towards third Parties and will continue to bear the costs arising from any disputes that might arise in any way in relation to the employment relationship of the assigned personnel.

EMSO ERIC will be able to provide at its own expense any eventual additional compensation.

b) Goods and services

According to the provision of Art. 2 of EMSO ERIC Statutes, EMSO ERIC shall establish, coordinate, facilitate and optimise the use of pan-European facilities and sea operation resources in order to ensure maximum benefit to the ocean observation community, and shall optimise access to ocean observatory infrastructures and data, coordinate and manage contributions in goods.

The Parties agree that in compliance with its Statutes, EMSO ERIC shall integrate fixed-point ocean observatories around Europe, to help coordinate the extension and upgrading of these facilities and to facilitate the planning and deployment of new ones.

INGV, as Italian Representing Entity and Coordinator of the Italian Joint Research Unit EMSO-Italia (see Art. 7 below), jointly with the institutions participating to the Joint Research Unit, owns, manages and ensures the operation of the Italian regional facilities including the Italian fixed-point ocean observatories already recognised as part of EMSO pan-European infrastructure.

INGV may confer goods and services as In-Kind Contribution upon approval of INGV decision-making body and under terms and conditions agreed in writing. It is recognised that for each financial year, INGV will provide EMSO ERIC with a report about the conferred goods and services.

c) Work space

Hosting INGV the Statutory Seat of EMSO ERIC upon approval of INGV decision-making body, INGV allows the ERIC staff as well as to in-kind staff, visitors the use of suitable work space such as offices, meeting rooms, library, laboratories, workshops, intranet and web connections and related facilities, parking rooms, canteen and bar to mention some.

Annex 2 describes the current services and facilities made accessible by INGV to EMSO ERIC.

INGV, as Italian *Representing Entity*, is committed to host EMSO ERIC headquarter and also to facilitate its full operation through voluntary contributions to cover rental costs in the case of lack of workspace.

ART. 5 – RESEARCH ASSOCIATION

A Research Association is the formal acknowledgement by one of the Party of a free of charge collaboration with a staff unit (Researcher, Manager, Technician, Expert) from the other Party on a specific activity. INGV and EMSO ERIC promote the mutual association of their respective personnel. Each Party, upon association

acknowledgement, guarantees the travel and accommodations expenses of the associated staff.

ART. 6 - REGIONAL TEAM

As part of the collaboration between EMSO ERIC and INGV and in compliance with the EMSO ERIC Implementing Rules, INGV will formalize the list of the personnel participating to EMSO ERIC Service Groups and to the Regional Teams and operating and managing the regional facilities.

The INGV Researchers, Engineers and Managers participating to the Regional Team shall be acknowledged as research associated to EMSO ERIC. The same for Researchers, Engineers and Managers belonging to the institutions participating to the Joint Research Unit EMSO-ITALIA. A separate written note will define the activities and the list of Regional Team members.

ART. 7 – EMSO-ITALIA JRU

INGV is charged of the coordination of the Joint Research Unit EMSO-Italia, hereafter referred as to JRU.

The JRU is aimed at promoting and facilitating the Italian involvement in the implementation of EMSO research infrastructure and at supporting the participation of the national scientific community also for the sake of a return of the Italian investment.

EMSO-Italia coordinates and helps in forming the Italian contribution through the survey and efficient integration of the resources of the institutions participating to the JRU, also eligible as in-kind contribution to EMSO ERIC. EMSO-Italia may develop activities related to the EMSO infrastructure construction according to specific work-plans agreed within the JRU. In particular, the JRU may participate to the European Commission research programs including specific calls aimed at the construction and scientific and technological use of EMSO.

In order to ensure the Italian involvement and effective contribution in the implementation of EMSO research Infrastructure, INGV may transfer financial contributions to the Members of the JRU through separated Agreements. Those financial contributions shall originate from the annual funds received from MUR and specifically dedicated to EMSO and shall constitute an in-kind Contribution to EMSO ERIC.

To this end INGV, shall interact, report and transmit an annual report to EMSO ERIC of the overall issues and activities of the JRU.

ART. 8 – START AND DURATION

This Agreement shall come into force on the date of last signature of the Parties. The duration of this Agreement is three (3) years.

ART. 9 – CONTACT PERSONS OF PARTIES

For the official communications related to this Agreement, the Parties have designated the following contact persons:

Contact person for EMSO ERIC: Director General

Contact person for INGV: Director General

All notices under this Agreement will be given in writing.

ART. 10 – INTELLECTUAL PROPERTY

The Parties shall comply with applicable legislation on Intellectual Property, data and privacy protection.

The intellectual property rights of data and other knowledge produced and developed within the activities of this Agreement shall jointly belong to the Parties.

The scientific production carried out by the staff assigned in-kind Contribution, and by the associated staff will report the double affiliation INGV and EMSO ERIC.

ART. 11 – GOVERNING LAW- DISPUTES

This Agreement shall be governed by Italian law.

All disputes between the Parties in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve between themselves, shall be finally settled by the Rome Courts.

ART. 12 – INDIVIDUAL DATA PROTECTION

The Parties mutually guarantee the regulatory compliance of their respective organisations with the current privacy legislation. All personal data, processed during the execution of this agreement, will be processed from time to time through the policies provided by the data controller who has obtained consent to the processing of personal data from the interested Parties.

The Parties mutually give their consent, if necessary to comply with legal obligations, to carry out reciprocal audits through their respective Data Protection Officers.

ART. 13 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties subject and supersedes all previous eventual proposals, both oral and written, negotiations, representations, commitments, writings and all other communications among the Parties.

This Agreement may not be released, discharged or modified except by an instrument in writing signed by the Parties.

Prof. Carlo Doglioni
INGV President

Prof. Juanjosè Dañobeitia
EMSO ERIC Director General

ANNEX 1

Human resources allocated as In-Kind by INGV to EMSO ERIC for 2022

Professional Profiles requested by EMSO ERIC	Preferred Corrsponding INGV profile	Expected Person-months/year*	Task description	Preference
Support to program Officer	Tecnologo	6,00	Assistance in the management of current EC projects and in the framework of ERIC policy issues	(*)
Science and Operation Officer	Dirigente Tecnologo	7,00	Science Officer	Laura Beranzoli
Liason with Hosting Institution	Tecnologo	1,50	Institutional relations between ERIC and INGV (Italian Representing Entity)	Agata Sangianantoni
Graphic Designer	CTER	2,00	Support to communication activities	Francesca Di Laura
ICT Senior System Engineer	Primo Tecnologo	1,50	Support to the ERIC IT Director	Stefano Chiappini
TOTAL		18,00		

(*) A public selection for job position is in progress. The indicated work-time of the recruited staff unit will be allocated to EMSO ERIC CMO.

ANNEX 2

Access to INGV offices and facilities

1. Access to INGV offices

INGV is committed to guarantee the staff the necessary facilities and services for the work accomplishment at INGV premises.

EMSO ERIC own and In-Kind staff are allowed to access to INGV offices during the working days between 7:30 and 20:30

2. Facilities made available to EMSO ERIC own staff and in-kind

The following facilities shall be accessible to EMSO ERIC own and In-Kind staff under INGV internal regulation for a correct, diligent and respectful use:

- Printers, fax and copy machines
- Copy service for documents and graphics
- Meetings Rooms and related equipment such as PC, projectors, teleconference systems
- Access to bar and canteen services
- Parking space (car plates shall be communicated)