

ISTITUTO NAZIONALE DI FISICA NUCLEARE

CONSIGLIO DIRETTIVO

DELIBERAZIONE N. 13861

Il Consiglio Direttivo dell'Istituto Nazionale di Fisica Nucleare, riunito in Roma in data 30 ottobre 2015 alla presenza di n. 33 dei suoi componenti su un totale di n. 34;

- premesso che, in base all'art. 2 del proprio Statuto, l'Istituto Nazionale di Fisica Nucleare, promuove, coordina ed effettua la ricerca scientifica nel campo della fisica nucleare, subnucleare, astroparticellare e delle interazioni fondamentali, nonché la ricerca e lo sviluppo tecnologico pertinenti all'attività in tali settori;
- premesso che, nel perseguimento della propria missione, l'Istituto Nazionale di Fisica Nucleare promuove e partecipa a collaborazioni, promuove la costituzione e partecipazione a consorzi, fondazioni e società che abbiano come scopo lo sviluppo delle ricerche, la prestazione di servizi ad esse attinenti o il trasferimento e la valorizzazione di conoscenze, nei campi di sua competenza ed in campi interdisciplinari e di interesse applicativo, promuove e provvede alla formazione scientifica e alla diffusione della cultura nei settori istituzionali;
- vista la deliberazione n. 6888 con la quale il Consiglio Direttivo in data 21 luglio 2000 ha approvato l'istituzione del Consorzio EGO (European Gravitational Observatory) tra l'INFN e il CNRS, e il relativo statuto, con lo scopo di completare la costruzione dell'antenna Virgo per assicurare il suo utilizzo scientifico nonché svolgere e promuovere la ricerca nel campo delle onde gravitazionali;
- vista la richiesta del Direttore della Sezione di Padova con lettera dell'11 settembre 2015, prot. n. 898, relativa alla sottoscrizione di apposita Convenzione con il Consorzio EGO per il finanziamento di un assegno di ricerca della durata di due anni con oneri a carico del Consorzio EGO, da svolgersi presso la Sezione di Padova nell'ambito delle attività relative al Progetto VIRGO, in particolare: "*The LIGO-Virgo all sky survey for gravitational wav transients*";
- premesso che lo schema di Convenzione di cui alla presente deliberazione non comporta alcun onere finanziario per l'Istituto e che l'entrata prevista per l'Istituto pari ad € 33.000,00 annui, verrà accertata tra le entrate con successiva deliberazione adottata da questo Consiglio Direttivo;
- su proposta della Giunta Esecutiva;
- con n. 33 voti a favore;

DELIBERA

Di approvare lo schema di "Collaboration Convention between INFN and EGO", allegato e che fa parte integrante della presente deliberazione; il Presidente, o persona da lui delegata, è autorizzato a firmarla.

COLLABORATION CONVENTION

BETWEEN

The **Istituto Nazionale di Fisica Nucleare**. C.F. n. 84001850589 having its registered offices at Via Enrico Fermi, 40 – 00044 Frascati (RM), represented by its President Prof. Fernando Ferroni, born on 12/01/1952

hereinafter referred to as « **INFN** »,

AND

The **European Gravitational Observatory**, VAT n. 01589510500, C.F. 90029060507 with registered offices located in Via Edoardo Amaldi, loc. Santo Stefano a Macerata 56021 Cascina (PI), Italy, represented by the Director, Professor Federico Ferrini, born on 23/03/1950 C.F. FRRFRC50C25G912P,

hereinafter referred to as « **EGO** »,

individually referred to as the « Party » and collectively 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, with the purpose to complete the construction of the Virgo antenna, 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 research institutions - *Centre National de la Recherche Scientifique* (CNRS) and *Istituto Nazionale di Fisica Nucleare* (INFN).
- The Virgo-EGO Scientific Forum (VESF) was established in 2005 with the purpose to enlarge the involvement of the scientific community on the scientific activities of the Virgo gravitational-wave antenna sited at EGO, in Cascina, close to Pisa. The core VESF activities include the funding of fellowships and the organization of schools dedicated mainly to gravitational waves.
- The resources allowing the funding of the VESF activities and the grant of support to VESF groups come from the EGO budget.
- A call for 2015 VESF fellowships was launched in May 2015. The VESF Executive Board carefully evaluated all proposals received and selected the three best fellowships proposals.

- One of the three selected proposals consists in a Study on “*The LIGO-Virgo all-sky survey for gravitational wave transients*” to be carried out at the INFN Section of Padova.
- EGO, through the VESF, agrees to financially support the Study.

IT IS AGREED THE FOLLOWING:

SECTION 1 - PURPOSE OF THE CONVENTION

In order to support the Data Analysis activity of Virgo, the INFN Section of Padova (to be substituted with acronym) will carry out a study on “*The LIGO-Virgo all-sky survey for gravitational wave transients*”, referred to hereinafter as the «Study» and described in the annex, within the framework of a two-year research fellowship.

EGO wishes to support financially the Study.

This convention, hereinafter referred to as the «Convention» and the annex(es) thereto, include all of the obligations of the Parties.

SECTION 2 - FUNDING AND FINANCIAL TERMS

The INFN will assign to a physicist, having obtained a PhD, a two-year research fellowship (*assegno di ricerca*) to be started by the end of 2015, at an annual cost of € 33.000,00 (thirty-three thousand Euro). The said amount is inclusive of any travel costs for missions and of any tax, overheads and social charges that may be required.

EGO will transfer to the INFN funds coming from its own budget according to the following arrangement:

- a first instalment of € 33.000,00 (thirty-three thousand Euro) after the signature of the convention. The payment will be made within 30 days of the reception by EGO of a written request by the INFN Section of Padova.
- a second and last instalment of € 33.000,00 (thirty-three thousand Euro) in 2016 after receiving a written request by the INFN Section of Padova.

Both payments shall be made by EGO by bank transfer to the account opened in the name of «Tesoreria INFN sede centrale», specifying the purpose of the payment (Borsa di Studio VESF), and addressed to:

UNICREDIT BANCA SPA - via E. Fermi, 40 Frascati (ROMA)
iban: IT 45 P 02008 39105 000102445030,
swift: UNCRITM1385

In case of non-renewal of the fellowship contract or of earlier termination of the said fellowship, the INFN will return to EGO the unused funds.

SECTION 3 - REPORTS

One year after the start of the Study, the INFN Section of Padova will deliver to EGO, a report describing the provisional results of the Study, which will be submitted for review to the VESF Executive Board.

A final report will be provided at the end of the two-year study.

SECTION 4 - CONFIDENTIALITY - PUBLICATIONS

4.1. Knowledge not deriving from the Study

Each of the Parties undertakes not to publish or to divulge in any way whatsoever any scientific, technical or commercial information or data other than those deriving from the Study, and specifically any prior proprietary knowledge of the other Party made known for the purposes of the performance of the Convention, this provision being applicable as long as such knowledge has not been made available to the public. This commitment shall remain in effect for 5 years from the date of execution of this collaboration convention, irrespective of any cancellation or termination of this collaboration convention.

4.2. Knowledge deriving from the Study

The INFN Section of Padova may publish the results of the Study.

Such publications and communications should mention EGO as funding entity and shall mention the contribution of each of the Parties to the Study.

SECTION 5 - OWNERSHIP OF RESULTS

5.1 Previous results

Results obtained by the Parties prior to the Study shall remain their respective property.

Results, even those relating to the purpose of the Study but not directly derived from the work conducted under the Convention, shall belong to the Party which obtained such results.

The other Party shall be entitled to no rights by virtue of the Convention over such patents and corresponding know-how.

5.2 Joint Results

The Parties agree that the results obtained from the Study shall be owned by the INFN Section of Padova.

The joint results will be put at disposition of the European gravitational waves scientific community.

SECTION 6 - DURATION

The present Convention, and the annex thereto, will take effect from the date of the signature and is concluded for a term of 24 (twenty four) months from the date on which the research fellowship is started. At the end of the period, it may be renewed by means of an amendment specifying the object of the extension and its financing provisions.

Notwithstanding the expiration or early termination of the convention under the conditions provided for under the Section entitled "Termination":

- the provisions provided for under the Section entitled "Confidentiality– Publications" shall remain in effect for the terms provided for under said Section ;

- except where otherwise stipulated, the provisions of section 5 shall remain in effect.

SECTION 7 - TERMINATION

The Convention may be automatically terminated by either of the Parties in the event of non-performance of one or more of the obligations contained in the various clauses thereof. Such termination will be solely effective three months following notification by the terminating party given by certified mail presenting the grounds for the claim, unless the defaulting Party has performed its obligations with said period or has provided substantiation of its inability to perform due to circumstances beyond its control.

SECTION 8 - DISPUTES

In case of any dispute over the interpretation or the execution of the Convention, the Parties undertake to make every effort to settle their differences by amicable agreement.

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

SECTION 9 – PRIVACY

By underwriting the present Convention, each Party explicitly gives permission to the other Party to include its data in the respective database. Each Party gives explicit permission to the other to transmit its data to third parties, in case this transmission is necessary for the fulfilments, rights and obligations related to the implementation of the present Convention, or in case it expedites the handling of the communications deriving from the Convention. The Parties acknowledge the rights resulting from the *D.Lgs. 30 giugno 2003 n. 196 – Codice in materia di tutela dei dati personali*, (Code of protection of personal data) and particularly the right to request updating, correcting or deleting the personal data.

SECTION 10 – CONTRACTUAL EXPENSES

The present Convention is printed in two (2) copies and is subject to registration in case of use, according to D.P.R. 131/1986 and its subsequent modifications and extensions. Any registration duties and/or stamp duties will be paid by the party requesting the registration.

The Collaboration Convention is provided in two (2) original copies, one for each signatory party.

Read, approved and undersigned

Date:

Il Presidente dell'INFN
Prof. Fernando Ferroni

The Director of EGO
Prof. Federico Ferrini