

COLLABORATION AGREEMENT BETWEEN THE SWISS FEDERAL INSTITUTE OF TECHNOLOGY IN ZURICH (ETHZ) AND BARCELONA REGIONAL FOR COLLABORATION IN THE TESTING OF THE DIGITAL APPLICATION BAL (Being alive Language) IN THE CONTEXT OF THE CITY OF BARCELONA .

GATHERED

On the one hand, Eidgenoessische Technische Hochschule Zuerich, represented by Prof. Teresa Galí-Izard, Chair for Landscapearchitecture, ONA J 25, Neunbrunnenstrasse 50, 8093 Zurich, Switzerland (hereafter ETHZ)

On the other hand, Bárbara Pons Giner, in the name and representation of Barcelona Regional, Urban Development Agency, S.A. (hereinafter, BR) in her capacity as General Manager of the company, with address in Barcelona, 60 street, no. 25-27, Sector A, Zona Franca 08040, NIF A-60453271. His position and powers result from the deed granted before the Notary of Barcelona, Mr. Lluís Jou and Mirabent, on November 14, 2023 and protocol number 2133.

All the parties, in the exercise of the functions that have been legally attributed to them, mutually recognizing the sufficient legal capacity to oblige,

MANIFEST

I. That BR is a multi-person public agency with public shareholding, of which different public administrations of a local nature and other organizations and entities managing public services are part, established with the joint will of its shareholders to have a technical tool or instrument of cooperation, of a stable nature, to jointly carry out the analyses, studies and proposals relating to the infrastructures, general systems and equipment that are projected in the Barcelona region.

That all of BR's capital is publicly owned.

II. That the Federal Institute of Technology of Switzerland (ETHZ) as a public institution in charge of the public service of higher education through research, teaching and study, is assigned, among other things, the function of promoting research, scientific development and technological innovation, for which, on certain occasions, it must collaborate with other entities.

III. That both declare their desire to establish a collaboration agreement to promote research activity, transmission and transfer of knowledge, and training support in the areas of ecological economy and political ecology.

IV. The agreement complies with the requirements of Law 40/2015, of October 1, on the legal regime of the public sector and the rest of the applicable regulations

And that is why both parties are obliged to agree on the following

AGREEMENTS

FIRST. Object of the agreement

The purpose of this agreement is the collaboration between ETHZ and BR with the following object: ETHZ wishes to test and further develop its BAL application, a new design tool for the implementation of plant systems in urban public space, and specifically the street. BR is interested in learning more about the use cases of the BAL application and is willing to host an ETH student at BR's facilities for the duration of the project and to grant ETH Zurich access to data, namely information on the conditions of the city of Barcelona in relation to the sun, climate and vegetation, and regulations in Barcelona and contacts to other stakeholders in the administration of Barcelona who might also share data. The data to be shared with ETHZ is non-personal data.

This must serve to generate applied knowledge in a high-density urban environment in a Mediterranean climate such as Barcelona.

At the same time, it must help advance the scientific discourse on the city that integrates the water cycle and the life cycles of vegetation to be more resilient to the phenomenon of global warming.

Both parties share an interest in the collaboration.

SECOND Object specifications

ETHZ will test and develop its BAL application. The coding will be done by ETHZ solely and the source code will not be shared.

BR will provide access to data that is useful for the tests, especially access to the current regulations of Barcelona city council in relation to the management of water, sun and vegetation cycles. In this section, collaboration with BIMSA may be necessary.

- The Parties will Collect climate data and sun quality.
- Select streets or public spaces in the city that are susceptible to the application of the digital design tool.
- do field work in the selection streets, identification of the state of development of the trees, and taking sun samples if applicable
- collaborate for ETHZ to test different scenarios taking into account the vital conditions of the vegetation (architecture, state of development), soils and water cycle.

FOURTH. Economic agreements

In order to meet the expenses derived from the activity described, ETHZ will hire a student in practice who will be housed in the offices assigned to him by BR

The BR makes an indirect financial contribution to the collaboration, through the time dedicated by its research staff.

FIFTH. Intellectual and industrial property rights

ETHZ is the sole owner of the intellectual property rights in the BAL application and the intellectual property rights in the developments of the BAL application solely vest in ETHZ.

ETHZ as a public research and teaching institution is entitled publish its research results.

In any case, in any publication or dissemination of research results, the moral rights of the authors must be respected, and in particular the right to be designated as co-authors as appropriate. Likewise, the collaboration of ETHZ and BR must be noted.

SIXTH Information regarding the processing of personal data of the representatives and contact persons of the signatory parties

The Parties shall not collect or process personal data in the collaboration. The persons responsible for the processing of the personal data collected in this agreement of the representative persons as well as of the contact persons that it is necessary to treat for its execution are each of the signatory parties. The contact details of those responsible for the treatment are as follows:

- ETHZ Zurich, Legal Service (Datenschutz), Rämistrasse 101, CH-8092 Zürich, Switzerland or by ds@ethz.ch
- Barcelona Regional: Carrer 60, 25-27. Building Z. 2nd floor. Sector A. Free zone. 08040 Barcelona or by email dpd@bcnregional.com.

The purpose of processing personal data is the management, monitoring and execution of this agreement. The legal basis for the processing of personal data, in accordance with art. 19 of the LOPDGDD, is the fulfillment of a mission carried out in the public interest in the case of those responsible for the treatment of art. 77.1 of the LOPGD, or the satisfaction of a legitimate interest of the data controller in the other cases. The personal data will be kept for the time necessary to fulfill the purpose for which they have been collected and to determine the possible responsibilities that could arise from it. The transfer of data to third parties is not foreseen, unless it is a legal obligation.

The persons holding the data have the right to access it, request its rectification, deletion, opposition, portability or limitation, by means of a letter addressed to the person in charge of the treatment, at the addresses indicated above. If they consider that their rights have not been properly taken care of, they can notify the data protection representative of the signatory parties:

- ETHZ Zurich, Legal Service (Datenschutz), Rämistrasse 101, CH-8092 Zürich, Switzerland or by ds@ethz.ch
- Barcelona Regional: Carrer 60, 25-27. Building Z. 2nd floor. Sector A. Free Zone. 08040 Barcelona or by email dpd@bcnregional.com.

Data holders can also submit a claim to the competent data protection control authority.

The parties undertake to provide the content of this clause to the contact persons of their institution who participate in the execution of this agreement.

SEVENTH confidentiality

"Confidential Information" is to be understood as any information of a technical, scientific, financial, commercial, operational or other kind, which is labelled as confidential and exchanged in any form and to which access is given by the disclosing Party to the receiving Party. The receiving Party shall maintain secrecy with respect to Confidential Information of the disclosing Party. This obligation of confidentiality applies irrespective of whether access has been or is given to the Confidential Information in writing, orally, electronically, or in the form of samples, models, products or equipment. If Confidential Information is communicated in a non-written form, the disclosing Party must provide to the receiving Party within ten (10) days from disclosure a written reproduction of the information that needs to be treated as confidential. The obligation of confidentiality ends five (5) years after the termination of this Agreement.

The receiving Party undertakes not to use the Confidential Information of the disclosing Party for purposes other than the Project envisaged by this Agreement.

The Parties undertake to impose the same obligation of confidentiality on persons who are not employed by them (e.g. students, assistants, consultants), but have access to the Confidential Information.

Confidentiality obligations shall not apply for such information for which the receiving Party can prove that such information:

- was already in the public domain before it was disclosed by the disclosing Party or it is afterwards made public through no fault of the receiving Party;
- was disclosed to the receiving Party by a third party with authority to do so;
- was already known to the receiving Party before being disclosed by the disclosing Party;
- is free to be disclosed according to Section 6;
- was developed by the receiving Party independently of the disclosing Party's Confidential Information.
- is required by law or a regulatory body to be disclosed, in which circumstances the receiving Party shall wherever practicable give reasonable advance notice of the intended disclosure to the other Party.

EIGHTH. Liability

With the exception for personal injury and death, the Parties assume no liability for any damages, including but not limited to any indirect or consequential loss or similar damage (e.g. loss of profit, loss of revenue or loss of contracts inter alia due to a shutdown; other costs and expenses) suffered in connection with this Agreement, provided such damage was not caused by a wilful intent or act of gross negligence.

These limitations of liability shall also be applicable to all auxiliary persons (including but not limited to consultants and students), agents and subcontractors involved by the Parties.

NINTH Use of the institutional image

The signing of this agreement does not authorize any of the parties to use the logo or the brand of the other party, except with the express written authorization of the governing bodies of each institution.

TENTH Validity

This agreement comes into force from the date of its signature and will last up to 2 years, by which date this agreement automatically ends. Before its end, the parties may extend this agreement, in writing and expressly, up to a maximum of 4 additional years. Before the date of termination, each Party may prematurely terminate this Agreement only in the event of a fundamental contractual breach by the other Party. Before premature termination, the Party that wants to initiate premature termination shall give the other Party thirty (30) days to remedy the breach.

This agreement constitutes the complete agreement of the parties in relation to its object, and may only be modified in writing, prior agreement of the parties.

TWELFTH Ethical code

BR is committed to ethical standards that improve business integrity, access to public information and the quality of the services it provides to public administrations and clients as a public sector company. Accordingly, it has a Code of Ethics that provides the appropriate mechanisms to guarantee maximum business integrity.

ETH Zurich on its own is also subject to regulations, ethical codes and a code of conduct of high standards. Each Party undertakes to comply with the regulations, ethical codes and codes of conduct that are applicable to such Party.

THIRTEENTH Arbitration and Mediation

Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Zurich. The language to be used in the mediation shall be English.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 90 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 90 days, either Party fails to

participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Zurich. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim referred to arbitration shall be decided in accordance with the Swiss law.

FOURTEEN. Transparency and access to public information

The signed agreement may be made available to citizens in the corresponding Transparency Portal in application of the provisions of Law 19/2014, of December 29, on Transparency, Access and Good Governance and the rest of the development regulations.

And, as proof of conformity, both parties sign this agreement electronically and with effect from the last signature.

Per ETHZ

Firmado digitalmente por TERESA EULÀLIA GALÍ IZARD - DNI Nombre de reconocimiento (DN): c=ES, sn=GALÍ IZARD, givenName=TERESA EULÀLIA, serialNumber=IDCES-, cn=TERESA EULÀLIA GALÍ IZARD - DNI
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Prof. Teresa Galí-Izard
Chair for Landscape-architecture CEO

Per Barcelona Regional

**BARBARA
PONS GINER -
DNI**

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**Bàrbara Pons
CEO**