

Pitt Ref: MTA00009985

## **MATERIALS COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT (MCRADA)**

This Materials Cooperative Research and Development Agreement (“MCRADA” or "Agreement") is entered into by and between the University of Pittsburgh – of the Commonwealth System of Higher Education a nonprofit Pennsylvania research institution which has its principal place of business at 3700 O’Hara Street, Pittsburgh, PA 15261 ("the Collaborator"), and the Center for Computational Toxicology and Exposure (CCTE) ("the Center"), of the U.S. Environmental Protection Agency ("EPA") under the authority of Title 15, United States Code 3710a-3710d (commonly known as the Federal Technology Transfer Act of 1986).

This Materials Cooperative Research and Development Agreement (“Materials CRADA”) has been adopted for use by the Environmental Protection Agency (“EPA”) for collaborations that will not exceed two years in term; will involve transfers of essential material (“Research Material”), but no other resources; and are unlikely to result in new intellectual property. Typical applications include short-term studies to: 1) test new reagents or research tools when such assessments require collaboration between provider and recipient institutions or 2) determine the feasibility, optimal study design, and/or resource requirements for a long-term study between the collaborating institutions. Collaborative research and development studies not meeting these criteria must be submitted for approval using the standard CRADA agreement.

### 1. Determination of Provider and Recipient

The University of Pittsburgh (“Collaborator”), PROVIDER, agrees to transfer to the U.S. Environmental Protection Agency ("EPA"), RECIPIENT, the following Research Material:

Extracts of water, soil, and carbon filters from McKeesport, PA.

This Materials CRADA involves no other exchange of personnel or resources. This Agreement is made under authority of the Federal Technology Transfer Act, 15 U.S.C. ' 3710a.

2. If the data or material that are being transferred constitute human subjects research, please visit the following intranet site to determine if your project needs review and approval by the HSRRO: <https://intranet.ord.epa.gov/human-subject-research/hsr-projects-review>

Does the research involve specimens or data derived or collected from human subjects?

No

Yes – I am seeking review and approval from the HSSRO.



3. The Dual Use Research of Concern (DURC) Internal Review Entity (IRE) has determined that:

this research does not meet the DURC definition and no additional review and oversight are required. The PI must report to the IRE any results or changes in the research such that one or more of the 7 categories of experimental effects may apply, or if the PI feels that the research may be DURC.

this research meets the DURC definition and requires additional oversight under the *USG Policy for Institutional Oversight of DURC*. Corresponding USG funding agency will be notified and a draft of the mitigation plan will be submitted within 90 days of this determination.

Mitigation Plan submitted to the funding agency on   [Submission Date]  \_\_\_\_\_

Approved mitigation Plan on file

4. Proprietary Information. The Collaborator shall place a proprietary notice on all information that it delivers to CCTE under this Agreement which it asserts is Proprietary Information of the Collaborator. CCTE agrees that: (1) any information designated as Proprietary Information which is furnished by the Collaborator to CCTE under this Agreement; (2) any information obtained by either party during the performance of this Materials CRADA that would be claimed as Proprietary Information had it been shared by the Collaborator; or (3) any information furnished by the Collaborator in contemplation of this Agreement shall be treated as Proprietary Information and will be used by CCTE only for the purpose of carrying out this Agreement or for Government purposes. Information designated as Proprietary Information shall not be disclosed, copied, reproduced or otherwise made available in any form whatsoever to any other person, firm, corporation, partnership, association or other entity without consent of the Collaborator, except to the extent such information is required to be disclosed by the CCTE under the Freedom of Information Act (5 U.S.C. § 552) and EPA's regulations at 40 C.F.R. Part 2, or to the extent required to be disclosed by other statutes. CCTE agrees to protect the information designated as Proprietary Information from unauthorized disclosure for a period of three (3) years from the date of the disclosure and to ensure the Proprietary Information is used only by the CCTE PI and those under his supervision as necessary for the Research. The Collaborator agrees that CCTE is not liable for the disclosure of Proprietary Information which, after notice to and consultation with the Collaborator, EPA determines may not lawfully be withheld or which a court of competent jurisdiction requires to be disclosed. If no claim of confidentiality accompanies information at the time of submittal and a reasonable person would not have reason to believe such information was proprietary or of a confidential nature, then the information may be made public with no further notice to the Collaborator.

5. The RECIPIENT agrees to retain control over this Research Material, and further agrees not to transfer the Research Material to other people not under his or her direct supervision without advance written approval of the PROVIDER. If any Personally Identifiable Information is collected as part of the Research Plan, it will be kept anonymous and blind to the Recipient. The PROVIDER reserves the right to distribute the Research Material to others and to use it for its own purposes. When the Research Plan is completed or one (1) year has elapsed, whichever occurs first, or the Materials CRADA is terminated, the RECIPIENT will dispose of the Research Material as directed by the PROVIDER.
6. This Research Material is provided as a service to the research community. IT IS BEING SUPPLIED TO THE RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The PROVIDER makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties. The PROVIDER shall not be liable for any claims or damages arising from the RECIPIENT'S use of the Research Material; however, no indemnification is provided or intended.
7. The Center and the Collaborator believe that no Subject Inventions or Computer Software will be created during the work specified in this Agreement. Should it appear that any activity of this Agreement might involve the creation of Subject Inventions or Computer Software, the Center and the Collaborator will negotiate a standard CRADA in good faith. The standard CRADA will assign responsibilities for obtaining patents or other intellectual property rights pertaining to the Subject Inventions or Computer Software and will provide for appropriate allocation of any patent or intellectual property rights resulting from those Subject Inventions or Computer Software. Subject Invention means any invention, conceived or first actually reduced to practice in the performance of this Agreement. Computer Software means computer software, computer programs, computer data bases, and documentation thereof developed, in whole or in part, under this Agreement.
8. Any dispute arising under this Agreement which cannot be readily resolved shall be submitted jointly to the signatories of this Agreement. A joint decision of the signatories or their designees shall be the disposition of such dispute. If the signatories are unable to jointly resolve a dispute within a reasonable period of time after submission of the dispute for resolution, the matter shall be submitted **by EPA** to the Administrator of EPA or the Administrator's designee for resolution.
9. The illegality or invalidity of any provisions of this Materials CRADA shall not impair, affect, or invalidate the other provisions of this Materials CRADA.
10. Neither this Materials CRADA nor any rights or obligations of any Party hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party.

11. All notices pertaining to or required by this Agreement shall be in writing and shall be signed by an authorized representative and shall be delivered by hand (including private courier mail service) or sent by certified mail, return receipt requested, with postage prepaid, addressed as follows:

IF TO THE COLLABORATOR:

Office of Sponsored Programs  
University of Pittsburgh  
3420 Forbes Avenue,  
300 MURDC  
Pittsburgh, PA 15260  
412-624-7400  
[clincorp@pitt.edu](mailto:clincorp@pitt.edu)

IF TO THE CENTER:

Russell Thomas  
U.S. EPA Center for Computational Toxicology and Exposure (CCTE)  
109 T.W. Alexander (MD-D-143-02)  
Research Triangle Park, NC 27711  
919.541.5776  
[thomas.russell@epa.gov](mailto:thomas.russell@epa.gov)

With a copy to:

Samantha Plishka  
Extramural Management Analyst  
U.S. EPA Center for Computational Toxicology and Exposure (CCTE)  
109 T.W. Alexander (MD-B-205-01)  
Research Triangle Park, NC 27711  
919.541.2657  
[plishka.samantha@epa.gov](mailto:plishka.samantha@epa.gov)

AND

Kathleen Graham  
EPA FTTA Program Coordinator  
[graham.kathleen@epa.gov](mailto:graham.kathleen@epa.gov)  
(303) 312-6137  
[ftta@epa.gov](mailto:ftta@epa.gov)

Any party may change such address by notice given to the other party in the manner set forth above.

12. By entering into this Materials CRADA, The Center does not directly or indirectly endorse any product or service provided, or to be provided, whether directly or indirectly related to either this Materials CRADA or to any patent or other intellectual property license or agreement which is related to this Materials CRADA. The Collaborator shall not in any way state or imply that this Materials CRADA is an endorsement by the U.S. Government or any of its organizational units or employees of any such product or service.

13. Either the Center or the Collaborator may unilaterally terminate this entire Agreement at any time by giving written notice to the other party at least thirty (30) days prior to the desired termination date.

14. This Materials CRADA constitutes the entire agreement between the Parties and supersedes any prior understanding or written or oral agreement.

15. This Materials CRADA shall be construed in accordance with Federal law as applied by the Federal courts in the District of Columbia.

16. The undersigned expressly certify and affirm that the contents of any respective statements made or reflected in this Materials CRADA are truthful and accurate and that the signatories hereto have the authority to bind their respective organizations to this agreement.

17. This Materials CRADA shall be effective upon execution by the Parties when the last signatory has signed the document. The term of this Materials CRADA is 12 months from execution.

18. The provisions of Articles 3, 5, 6, 9, and 15 shall survive the termination of this Materials CRADA.

[REDACTED]

**THE COLLABORATOR**

By:

[REDACTED]

**APPENDIX A**  
**RESEARCH PLAN**

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A spill of aqueous film forming foam (AFFF) was introduced into the drinking water system in the town of McKeesport, PA in the summer of 2021 due to an equipment malfunction of firefighting equipment during firefighting. The town back flushed the system at a series of hydrants to remove the bulk of the contamination. Some limited follow-up testing indicated select PFAS were still found in the distribution system.

The University will conduct systematic sampling of water, soil and carbon filters in the distribution system to determine the extent of the contamination. The University will transfer to the Center the following research material: Environmental samples (water/soil/carbon filters), and/or extracts of the environmental samples.

The Center will use high resolution mass spectrometry for non-targeted analysis on the samples via liquid chromatography (LC) and gas chromatography (GC) to determine if the provided samples are showing any contamination. The Center will provide data from their non-targeted analyses to the University within 8 months of receiving the samples. Additionally, the University will disseminate the results via presentation or scientific publications.