

PROFESSIONAL SERVICE AGREEMENT
FOR STATISTICAL ANALYSIS REGARDING
VOTER PATTERNS IN THE CITY OF PITTSBURGH

MADE 7/8/2022

BETWEEN

CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania
("CITY")

AND

MAX GOPLERUD, residing at 6323 Marchand Street, Apt 4, Pittsburgh, PA 15206
("CONSULTANT")

WITNESSETH:

WHEREAS, CITY requires expert services related to Bivariate Ecological Regression and Ecological Inference statistical analysis; and

WHEREAS, CONSULTANT is possessed of professional experience and expert skill and is qualified to perform the required services; and

WHEREAS, CITY desires to engage CONSULTANT upon the terms and conditions set forth, and CONSULTANT is willing to accept such engagement upon such terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK**: CITY hereby engages CONSULTANT as an independent contractor to provide CITY with Bivariate Ecological Regression and Ecological Inference statistical analysis related to voting patterns within the City of Pittsburgh. The scope of work is discussed in further detail on Exhibit A, attached hereto and incorporated herein.
 - a. **COMPENSATION**: As full compensation for the performance of said professional services, CITY shall pay CONSULTANT and CONSULTANT shall accept a fee not to exceed SEVEN THOUSAND SVEN HUNDRED DOLLARS AND ZERO cents (\$7,700.00). This compensation limit includes all expenses related to this engagement.
2. **METHOD OF PAYMENT**: Payment of CONSULTANT'S fees shall be made upon completion of said professional services in a manner satisfactory to CITY, and after receipt

and approval by CITY of a certified invoice, itemizing the services performed and the rates charged or such services.

3. **PAYMENT OF TAXES AND SET-OFF:** CONSULTANT warrants that any and all taxes or municipal claims that may be payable to the City of Pittsburgh by CONSULTANT are current and not delinquent. If CITY determines that there is an outstanding delinquency or if any taxes or municipal claims become delinquent and owing during the term of this Agreement or prior to final payment by CITY, CONSULTANT hereby grants CITY the right to set-off that indebtedness against any amounts owing to CONSULTANT under the terms of this Agreement. CITY reserves the right to apply set-off payments in whatever manner it deems appropriate.
4. **TERM OF AGREEMENT:** The term of this Agreement shall commence as of the date first set forth above and shall end upon the completion of the Scope of Work to the City's satisfaction, unless terminated earlier as permitted herein.
5. **INTERRUPTION, POSTPONEMENT, OR ABANDONMENT:** In the event that the work herein contemplated, or part thereof, shall be interrupted, postponed, or abandoned due to circumstances which CITY considers to be in its best interests, CONSULTANT shall not be entitled to any further payment for such work or portion thereof beyond and in excess of the amount due at that time, in accordance with Paragraph 3 hereof; and final payment shall be based on the proportionate amount of the fee earned to such date.
6. **EXTRA SERVICES:** if extra services are required for satisfactory completion of the work or any phase thereof, and extra costs are thereby necessarily incurred by CONSULTANT, CONSULTANT may be reimbursed only upon prior approval of the City Solicitor pursuant to proper legislative action by CITY. However, CITY shall not reimburse CONSULTANT for any extra services occasioned by interruption, postponement, or abandonment of the work because of circumstances which CITY deems to be to its best interests. In such cases, CITY shall pay only the cost of services rendered up to the time of such interruption, postponement, or abandonment, pursuant to Paragraph 6.
7. **MONITORING AND EVALUATION:** All services provided under this Agreement shall be subject to monitoring and evaluation by CITY or its authorized representatives. Procedures for monitoring and evaluation will be subject to the terms and conditions set forth in Exhibit "A". CONSULTANT shall supply CITY with written reports on program activity, in a form approved by CITY, as CITY may, from time to time, require. CONSULTANT shall provide CITY with additional information and data as may be periodically required by federal or state authorities, or by CITY itself. Authorized representatives of CITY shall have access to the books and records maintained by CONSULTANT with respect to any services or materials provided to CITY pursuant to this Agreement at all reasonable times and for all reasonable purposes, including, but not limited to, inspecting and copying any books, records, memoranda, checks correspondence, or other relevant documents. All such books and records shall be preserved by CONSULTANT for a period of three (3) years after termination of this

Agreement.

8. **RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE:**

- a. **Definition** The term "data", as used in this agreement, includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representations.
- b. **Rights in data** All data developed pursuant to this agreement shall belong solely and exclusively to CITY , and CITY shall have the full right to use such data for any official purpose and in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this agreement.
- c. **Copyrights** No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country. CONSULTANT hereby relinquishes, or shall cause to be relinquished, any and all copyrights and/or privileges to data developed or prepared under this agreement without any additional payment to CONSULTANT therefore. CONSULTANT agrees, at the request of the CITY to include a copyright notice indicating the date of publication and identifying the CITY as the copyright owner on any material produced under this Agreement. CONSULTANT shall not include in the data any copyrighted matter unless CONSULTANT obtains the prior written approval of the City Solicitor and provides the said Director with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein. Notwithstanding the foregoing, CITY acknowledges that the software used by CONSULTANT to complete Scope of Work is available to the public and such software is not subject to the restrictions set forth in this paragraph. For clarification of doubt, the software used by CONSULTANT is not subject to this Section 8, but the data derived from CONSULTANT'S services is subject to this Section 8.

9. **CONFIDENTIALITY:** CONSULTANT agrees not to divulge or release any information or data developed or obtained in conjunction with any aspect of its performance under this Agreement, except to authorized CITY personnel or upon prior written approval of the City Solicitor.

CITY acknowledges that CONSULTANT may be subject to confidentiality agreements with other entities and CITY agrees to enter into a separate confidentiality agreement or agreements ("Consultant Addendum Agreements") to address any policies on intellectual property, conflicts of interest, and outside employment. The Consultant Addendum Agreements are attached hereto and incorporated herein, as Exhibit E.

10. **WORKERS' COMPENSATION:** CONSULTANT hereby certifies that it has accepted the provisions of the Pennsylvania Workers' Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this agreement is concerned, and that it has insured its liability thereunder in accordance with the terms of said acts or has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry. A certificate showing compliance with

this requirement is attached hereto as part of Exhibit B.

11. **COMPLIANCE WITH LAWS**: CONSULTANT shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are or should be applicable to any work performed under this Agreement.
12. **ANTI-DISCRIMINATION**: CONSULTANT shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non job-related handicap, or sexual orientation. CONSULTANT shall comply with the applicable provisions of the Pittsburgh Code Title Six – Conduct, Article V – Discrimination, and any amendments thereto. CONSULTANT shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. CONSULTANT shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.
13. **ASSIGNMENT; SUBCONTRACTING**: CONSULTANT shall not assign this Agreement or any right to monies to be paid hereunder without the written consent of CITY. None of the services by this Agreement shall be subcontracted without the prior written approval of CITY.
14. **INSURANCE**: CONSULTANT shall maintain insurance (i.e. Professional Liability Insurance) in the minimum of TWO HNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) attached hereto as an Exhibit and incorporated herein as a certificate of insurance duly executed by the officers or authorized representatives of a responsible insurance company, evidencing the minimum coverages as set out above. Attached hereto as part of Exhibit B is a copy of a certificate showing the required coverages. All premiums shall be at the expense of CONSULTANT.
15. **DEBARMENT**: CONSULTANT warrants that is not prohibited from entering into this Agreement with the CITY by reason of disqualification under subsection (b) of Section 161.22 of the Pittsburgh Code. An affidavit certifying compliance with this Section is attached hereto as Exhibit C and incorporated into and made a part of this Agreement.
16. **STATEMENT OF AFFILIATIONS**: CONSULTANT herewith files a Statement of Affiliations with the CITY, attached hereto as Exhibit D, in compliance with Section 197.08(c) of the Pittsburgh Code.
17. **GOVERNING LAW**: This Agreement shall, in all respects, be governed by the laws of the Commonwealth of Pennsylvania.
18. **INDEMNITY**:
 - a. CONSULTANT hereby agrees to indemnify, save and hold harmless, and defend CITY, its officers, agents and employees from and against all liens, charges, claims, demands, losses, costs and attorney's fees arising by reason of: the performance by CONSULTANT of any services under this Agreement; any act, error or omission

of CONSULTANT or of an agent, employee, licensee, contractor or subcontractor of CONSULTANT; and any breach by CONSULTANT of any of the terms, conditions or provisions of the Agreement.

- b. CITY agrees to indemnify, save and hold harmless, and defend CONSULTANT from and against all court costs and attorney's fees arising by reason of third-party claims related to any reports derived from CONSULTANT as part of their performance under the terms of this Agreement, whether or not CONSULTANT is a named party in litigation related to or arising out of the reapportionment of the CITY's council districts. In the event City receives notice of pending litigation related to scope of work detailed in Exhibit A, and City determines that the claim or claims asserted against it have merit, City will endeavor to provide CONSULTANT reasonable notice of the pending litigation.
19. **AMENDMENT**: This Agreement contains all of the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. This Agreement may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties.
 20. **TERMINATION**: CITY may terminate this Agreement at any time, without cause or liability, by giving CONSULTANT written notice of its intention to terminate. In the event of termination, CITY shall pay CONSULTANT for all services rendered up to the date of termination. Absent further appropriation by City Council, this Agreement shall automatically terminate if and when the funds authorized pursuant to Res. No. 260, effective May 31, 2022, have been exhausted.
 21. **HOME RULE CHARTER; LIABILITY OF CITY**: This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of CITY thereunder is limited to the sum of SEVEN THOUSAND SEVEN HUNDRED DOLLARS and ZERO cents (\$7,700.00), appropriated for the same, chargeable to and payable from the following account: 11101.101200.53.53501.2022, item number 22222-14.
 22. **AUTHORIZING RESOLUTION**: This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. 260 effective May 31, 2022.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the day and year first above written:

CONSULTANT

DocuSigned by:
Max Goplerud
By: _____
D20B8687EC6D4AB...
Max Goplerud

CITY OF PITTSBURGH

DocuSigned by:
Brenda Pree

202CBF5D2B0B403...
City Clerk,
City of Pittsburgh

DocuSigned by:
Jesse Cytkus
EXAMINED BY: _____
1EE36093229A40F...
Assistant City Solicitor

DocuSigned by:
Krycia Kubiak
APPROVED AS TO FORM: _____
AAC91186A3CF4B7...
City Solicitor

DocuSigned by:
Ed Gaine

AA1F870B64C14FA...
Mayor

DocuSigned by:
Michael E. Lamb
COUNTERSIGNED: _____
5C1ED8FFC5C14BD...
City Controller

EXHIBIT A
SCOPE OF WORK

The Reapportionment Advisory Committee (RAC) seeks to retain the services of Dr. Max Goplerud to conduct a statistical analysis of current voting patterns by race in the City of Pittsburgh and in Pittsburgh's Council District 6. The City's Law Department will use the report in preparing its legal analysis to City Council on the preliminary City Council district map drafted by the RAC.

Specifically, the RAC requests a Bivariate Ecological Regression (BER) analysis and an Ecological Inference (EI) analysis to examine voting behavior of the City of Pittsburgh and District 6. These analyses will consider aggregate voting data by precinct and will focus on the following racial groups.

1. African American voting age population
2. White voting age population
3. Asian voting age population
4. Voting age population for all other individuals ("Other voting age population")

The RAC is requesting BER and EI analyses for District 6 and for the City of Pittsburgh using the following comparisons:

1. African American voting age population vs. Non-African American voting age population
2. African American voting age population vs. White voting age population vs. Asian voting age population vs. Other voting age population

The voting age population is defined as the number of individuals aged 18 and over. For "African Americans voting age population", this includes all individuals, aged 18 and over, recorded on the Census as "African American"; it also includes those who identify as African American and one or more additional racial groups. This variable is defined by the corresponding Census columns noted in Table 1 at the end of this document.

For "White voting age population", this includes all individuals, aged 18 and over, recorded on the Census as "White" and who do not identify with any other racial categories. This variable is defined by the corresponding Census columns noted in Table 1 at the end of the document.

For "Asian voting age population", this includes all individuals, aged 18 and over, recorded on the Census as "Asian"; it also includes those who identify as Asian and one or more additional racial groups other than African American. This variable is defined by the corresponding Census columns noted in Table 1 at the end of the document.

For "Other voting age population", this includes all individuals, aged 18 and over, who do not fit into one of the above categories. This variable is defined by the corresponding Census columns noted in Table 1 at the end of the document.

The BER and EI analyses are to be applied to the following contested Democratic primary and general elections within the last 10 years:

- City of Pittsburgh Mayor's Office
- City Council District offices

- Allegheny County Executive
- Pittsburgh Public School Board seats
- State House offices
- State Senate offices
- Attorney General
- Lieutenant Governor
- Governor
- District Attorney
- Treasury
- Auditor General
- State Supreme Court
- Commonwealth Court
- Superior Court
- Magistrate

For elections that contain more than two candidates on the ballot, the RAC will make the final determination as to which candidates should be included in the final analysis.

The RAC will provide the data for the requested analyses. This is the only data that the report will incorporate. The data on voting age population comes from the 2010 and the 2020 decennial censuses, as mandated by Public Law 94-171 for the purposes of political reapportionment. The data on election returns comes from the Board of Elections. The RAC affirms that all provided data are complete and accurate.

RAC Chair Daniel Wood will serve as the point of contact for Dr. Goplerud for communications between Dr. Goplerud and the RAC. Any questions, additional requests, and/or feedback from the RAC will therefore have to be communicated by Daniel Wood on behalf of the RAC. Any questions, additional requests, and/or feedback for the RAC from Dr. Goplerud are to be communicated to Daniel Wood, who will in turn confer with the other members of the RAC.

A final deliverable in the form of a written report summarizing the analysis shall be provided to the RAC.

TABLE 1: Definition of Racial Variables

Black

P3_004N (Black alone)

P3_011N (Black, White)

P3_016N (Black, American Indian and Alaska Native)

P3_017N (Black, Asian)

P3_018N (Black, Native Hawaiian and Other Pacific Islander)

P3_019N (Black, Other)

P3_027N (Black, White, American Indian and Alaska Native)
P3_028N (Black, White, Asian)
P3_029N (Black, White, Native Hawaiian and Pacific Islander)
P3_030N (Black, White, Other)
P3_037N (Black, American Indian and Alaska Native, Asian)
P3_038N (Black, American Indian and Alaska Native, Native Hawaiian and Other Pacific Islander)
P3_039N (Black, American Indian and Alaska Native, Other)
P3_040N (Black, Asian, Native Hawaiian and Other Pacific Islander)
P3_041N (Black, Asian, Other)
P3_042N (Black, Native Hawaiian and Other Pacific Islander, Other)

P3_048N (Black, White, American Indian and Alaska Native, Asian)
P3_049N (Black, White, American Indian and Alaska Native, Native Hawaiian and Other Pacific Islander)
P3_050N (Black, White, American Indian and Alaska Native, Other)
P3_051N (Black, White, Asian, Native Hawaiian and Other Pacific Islander)
P3_052N (Black, White, Asian, Other)
P3_053N (Black, White, Native Hawaiian and Other Pacific Islander, Other)
P3_058N (Black, American Indian and Alaska Native, Native Hawaiian and Other Pacific Islander)
P3_059N (Black, American Indian and Alaska Native, Asian, Other)
P3_060N (Black, American Indian and Alaska Native, Native Hawaiian and Other Pacific Islander, Other)
P3_061N (Black, Asian, Native Hawaiian and Other Pacific Islander, Other)

P3_064N (Black, White, American Indian and Alaska Native, Asian, Native Hawaiian and Other Pacific Islander)
P3_065N (Black, White, American Indian and Alaska Native, Asian, Other)
P3_066N (Black, White, American Indian and Alaska Native, Native Hawaiian and Other Pacific Islander, Other)
P3_067N (Black, White, Asian, Native Hawaiian and Other Pacific Islander, Other)
P3_069N (Black American Indian and Alaska Native, Asian, Native Hawaiian and Other Pacific Islander, Other)

P3_071N (Black, White, American Indian and Alaska Native, Asian, Native Hawaiian and Other Pacific Islander, Other)

White

P3_003N (White)

Asian

P3_006N (Asian)

P3_013N (Asian, White)

P3_020N (Asian, American Indian and Alaska Native)

P3_023N (Asian, Native Hawaiian and Other Pacific Islander)

P3_024N (Asian, Other)

P3_031N (Asian, White, American Indian and Alaska Native)

P3_034N (Asian, White, Native Hawaiian and Other Pacific Islander)

P3_035N (Asian, White, Other)

P3_043N (Asian, American Indian and Alaska Native, Native Hawaiian and Other Pacific Islander)

P3_044N (Asian, American Indian and Alaska Native, Other)

P3_046N (Asian, Native Hawaiian and Other Pacific Islander, Other)

P3_054N (Asian, White, American Indian and Alaska Native, Native Hawaiian and Other Pacific Islander)

P3_055N (Asian, White, American Indian and Alaska Native, Other)

P3_062N (Asian, American Indian and Alaska Native, Native Hawaiian and Other Pacific Islander, Other)

P3_068N (Asian, White, American Indian and Alaska Native, Native Hawaiian and Other Pacific Islander, Other)

Other

P3_008N (Other)

P3_005N (American Indian and Alaska Native)

P3_007N (Native Hawaiian and Other Pacific Islander)

P3_015N (Other, White)

P3_022N (Other, American Indian and Alaska Native)

P3_025N (Other, Native Hawaiian and Other Pacific Islander)

P3_021N (American Indian and Alaska Native, Native Hawaiian and Other Pacific Islander)

P3_032N (White, American Indian and Alaska Native, Native Hawaiian and Other Pacific Islander)

P3_033N (Other, White, American Indian and Alaska Native)

P3_036N (Other, White, Native Hawaiian and Other Pacific Islander)

P3_045N (Other, American Indian and Alaska Native, Native Hawaiian and Other Pacific Islander)

P3_056N (Other, White, American Indian and Alaska Native, Native Hawaiian and Other Pacific Islander)

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT C

CONSULTANT'S DEBARMENT CERTIFICATION



CERTIFICATION OF DEBARMENT

I, Max Goplerud, the undersigned and duly authorized representative, hereby certify that to the best of my actual knowledge, information and belief, neither Max Goplerud, nor any affiliated individual, is prohibited from entering a bid or participating in a City of Pittsburgh contract by reason of disqualification as set forth in Pittsburgh Code §161.22(b).

DocuSigned by:

Max Goplerud

D20B0607ED0D4AB...

Signature

Mr

Title

7/6/2022

Date

EXHIBIT D

CONSULTANT'S STATEMENT OF AFFILIATION

CONSULTANT'S STATEMENT OF AFFILIATIONS

1. Max Goplerud
Name of Consultant

() 6323 Marchand Street, Apt 4, Pittsburgh, PA 15206
Office address and phone number

2. List your qualifications and experience for performance of the contract.

University Professor with a focus on Bayesian methods and machine learning. These
methods are focused on topics such as heterogeneous effects, hierarchical models,
and ideal point estimation.

3. Please give a brief description of any contractual or business relationships you have had with the City within the past three years. Please include the dollar value of the contract or business relationship.

N/A

4. Please identify by name and address the contractors, owners, partners or shareholders. If the contractor is a public corporation identify the officers, members of the board of directors and shareholders holding more than three (3) percent of the corporate stock.

Max Goplerud, 6323 Marchand Street, Apt 4, Pittsburgh, PA 15206

Additional pages may be attached to complete the information herein requested.

EXHIBIT E

CONSULTANT ADDENDUM AGREEMENTS

ADDENDUM TO CONFIDENTIALITY AGREEMENT WITH
UNIVERSITY OF PITTSBURGH FACULTY, STAFF, AND STUDENTS

WHEREAS, Max Goplerud (“Consultant”) and the City of Pittsburgh (“City”), collectively referred to as “the Parties”, are contemplating a relationship of professional services by Consultant to City; and

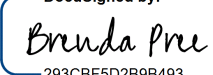
WHEREAS, the Parties are desirous of executing that certain Professional Services Agreement For Statistical Analysis Regarding Voter Patters In the City of Pittsburgh, to address, among other things, confidentiality between the parties (“the Agreement”); and


WHEREAS, City acknowledges that Consultant is employed by the University of Pittsburgh (“Pitt”), and is therefore required to comply with Pitt’s policies at all times, including without limitation, those related to Intellectual Property, Conflicts of Interest, and Outside Employment, as amended from time to time (“Pitt Policies”).

THEREFORE, be it resolved and the parties agree to the following:

1. The terms and conditions set forth in this Addendum shall be incorporated into any confidentiality, non-disclosure, or other agreement between the parties related to the disclosure of City’s confidential information, and it shall be legally binding.
2. This Addendum shall supersede any conflicting terms and conditions in the Agreement. Notwithstanding the foregoing, the Addendum, Agreement, and any documents derived from the performance of the Agreement are subject to Pennsylvania Right To Know Law, 65 P.S. § § 67.101—67.3104 (“RTK Law”). In the event the Addendum, Agreement, or any documents derived from the performance of the Agreement are subject to RTK Law, the City is obligated to comply with the terms and requirement set forth in RTK Law.
3. City and Consultant acknowledge and agree that confidential information disclosed to the Consultant is specific to the Consultant and not the University. The University shall have no obligations or liabilities associated with the disclosure of confidential information under the Agreement.
4. City and Consultant understand that Consultant cannot disclose any University confidential information to City, which includes third party confidential information that Consultant obtained in his/her capacity as a University employee.
5. City and Consultant acknowledge and agree that no obligation of the Consultant under the Agreement can prohibit or limit the Consultant’s obligations to the University.
6. The full execution of this Addendum shall act as a Condition Precedent to the execution of the Agreement by Consultant.

IN WITNESS WHEREOF, the Parties hereto having caused this Addendum to be duly executed and effective as of the last date of execution.

CITY
By: 
Name: Brenda Pree
Title: City Clerk
Date: 7/5/2022

CONSULTANT
By: 
Name: Max Gopferud
Title: Mr
Date: 7/6/2022

**STANDARD ADDENDUM FOR PROFESSIONAL SERVICE
AND CONSULTANT AGREEMENTS WITH
UNIVERSITY OF PITTSBURGH FACULTY, STAFF, AND STUDENTS**

WHEREAS, Max Goplerud (“Consultant”) and
the City of Pittsburgh (“City”) have entered into a professional services
or consulting agreement for the provision of statistical analysis regarding (“the Agreement”);

WHEREAS, City acknowledges that Consultant is employed by the University of
Pittsburgh (“Pitt”), and is therefore required to comply with Pitt’s policies at all times,
including but not limited to its policies on Intellectual Property, Conflicts of Interest, and
Outside Employment, as amended from time to time (“Pitt Policies”); and

WHEREAS, City and Consultant agree that the terms set forth in this Addendum,
either independently or in conjunction with Pitt Policies, shall govern Consultant’s activities and
shall supersede any conflicting terms in the Agreement; and

THEREFORE, be it resolved that both City and Consultant acknowledge and agree to
the following:

1. **Use of Pitt Resources for Consulting Activities.** Consultant may only use Pitt resources
in the performance of his or her obligations under the Agreement as permitted by Pitt policy.
2. **Conflict with Existing or Future Pitt Obligations.** Nothing in the Agreement shall
interfere with Consultant’s ability to satisfy existing or future obligations at Pitt, including but not
limited to research or teaching assignments, regardless of the source of sponsorship, if any. For
avoidance of doubt, this section refers to and includes non-compete or similar restrictions.
3. **Consultant not Acting as an Agent of Pitt.** City acknowledges that, while
performing services for City, Consultant is not acting as an agent or representative of Pitt for any
purpose and has no authority to act for or bind Pitt. Accordingly, any obligations pertaining to
any confidential or other information provided to Consultant by City only apply to
Consultant, and not to Pitt.
4. **Use of Pitt Name, Trademarks or Logos.** City may only use the Pitt Name to
identify the Consultant as a Pitt employee. All other use must be approved in advance, in writing,
by Pitt’s Innovation Institute or Communications Office, as applicable. For purposes of this
Agreement, the term “Pitt Name” includes, but is not limited to, the name, trademarks or logos
of Pitt or any of its schools or departments, labs or centers.
5. **Intellectual Property.** City and Consultant specifically acknowledge that
Consultant cannot assign, convey, license to or vest in City, any rights in any intellectual
property whatsoever, whether or not patentable or copyrightable, that conflict with Pitt's rights in
or to such intellectual property. Consultant and City acknowledge that, notwithstanding anything
to the contrary in any Pitt policy, Pitt permits Consultant to assign to City all or a portion of
Consultant's right, title and interest to inventions, works of authorship, know-how, ideas and
information ("Intellectual Property") created by Consultant in performance of the approved
services under the Agreement, provided that such Intellectual Property: (1) does not constitute
or infringe upon any Intellectual

Property, or any modifications or derivative works thereof, that is owned in whole or in part by Pitt (Pitt Intellectual Property"); (2) is not made, conceived, reverse engineered or reduced to practice using any Pitt Intellectual Property or any Pitt Resources; and (3) is not the subject of a research agreement between Company and Pitt.

For clarity, Consultant may not use or assign any Pitt Intellectual Property or use any Pitt Resources to perform any services or provide any deliverables to Company, except pursuant to and in accordance with a separate written agreement between City and Pitt.


6. **Disclosures.** Company agrees that as an employee at Pitt, Consultant must disclose the terms of the Agreement to Pitt, including compensation. Additionally, Consultant must make financial disclosures to research funding agencies, journals and the public, as may be required by policy and/or applicable law.

7. **Marketing.** In accordance with the Industry Relationships Policy, as applicable to Consultants who are faculty, staff or students in Pitt’s Schools of the Health Sciences, Consultant’s services shall not be used for marketing or promotional purposes. Notwithstanding, Consultant’s contributions of evidence-based scientific information may be used to inform City's strategies and initiatives.


8. **Incorporation by Reference.** Consultant and Company agree that this Addendum and the terms herein are incorporated into the Agreement by reference, and each party shall be legally bound hereto.

IN WITNESS WHEREOF, the Parties hereto having caused this Addendum to be duly executed and effective as of the last date of execution.

CITY OF PITTSBURGH

By: 
Name: Brenda Pree
Title: City Clerk
Date: 7/5/2022

CONSULTANT

By: 
Name: Max Goplerud
Date: 7/6/2022