

**DATA SHARING AGREEMENT  
BETWEEN THE  
NEW YORK CITY POLICE DEPARTMENT  
AND THE  
NEW YORK CITY CIVILIAN COMPLAINT REVIEW BOARD  
FOR THE INVESTIGATION OF ALLEGATIONS REGARDING  
BIAS-BASED POLICING OR RACIAL PROFILING**

**DATA SHARING AGREEMENT** (“Agreement”) dated this 8<sup>th</sup> day of June, 2023, (Effective Date), between and among the New York City Police Department (“NYPD”), with offices at One Police Plaza, New York, NY 10038; and the New York City Civilian Complaint Review Board (“CCRB”), with offices at 100 Church Street, New York, NY 10007 (each individually referred to herein as the “Party” and jointly as the “Parties”).

**WHEREAS**, Section 440 (c)(1) of the New York City Charter (“Charter”) gives CCRB the power to receive, investigate, hear, make findings and recommend action upon complaints by members of the public against members of the police department that allege misconduct involving excessive use of force, abuse of authority, discourtesy, or use of offensive language, and the truthfulness of material statements made by a member of the police department who is the subject of a complaint received by the board, if such statement is made during the course of, and in relation to, the CCRB’s resolution of a complaint; and

**WHEREAS**, New York City Local Law No. 47 of 2021, states that the CCRB’s abuse of authority jurisdiction under New York City Charter Section 440(c)(1) includes the power to investigate allegations that a member of the police department engaged in bias-based policing or racial profiling; and

**WHEREAS**, the CCRB has requested that the NYPD provide, pursuant to New York City Charter Section 440(d), historical records and enforcement data for the subject officer, along with comparator data, in order for CCRB to conduct bias-based and racial profiling investigations under New York City Charter Section 440(c)(1); and

**WHEREAS**, the NYPD is agreeing to provide those records and data pursuant to the terms of this Agreement; and

**WHEREAS**, the New York City “Identifying Information Law,” codified at Section 8(h) of the Charter and Chapter 12 of Title 23 of the New York City Administrative Code (“Code”), sets forth procedures for the collection, retention, and disclosure of information obtained by or on behalf of New York City that may be used on its own or with other information to identify or locate an individual (“Identifying Information”); and

**WHEREAS**, the Parties are both New York City agencies subject to the Identifying Information Law; and

**WHEREAS**, Section 23-1202 of the Code provides that, absent exigent circumstances, agency employees may not collect or disclose Identifying Information without the approval of their Agency Privacy Officer (“APO”); and

**WHEREAS**, Section 6.2.1 of the Citywide Privacy Protection Policies and Protocols of the Chief Privacy Officer (“CPO Policies”) provides that “when an agency makes a disclosure of identifying information to another agency that its APO has not designated as routine, the agency must enter into a data sharing agreement with the agency collecting the information unless the APO, in consultation with the Chief Privacy Officer as necessary, determines that such an agreement is not required because there is not a risk that an important privacy interest will be compromised” and expressly requires a data sharing agreement for data sharing that involves the disclosure of “sensitive identifying information,” as such term is defined in section 3.2.5; and

**WHEREAS**, the Parties seek to responsibly comply with both the law and New York City policies concerning the privacy and security of the data being requested and to be shared,

**NOW THEREFORE**, the Parties hereto agree as follows:

#### **ARTICLE I. TERM AND TERMINATION**

- A. This Agreement shall become effective immediately upon execution by the Parties and shall remain in effect until terminated by one or both Parties.
- B. Either Party shall have the right to terminate this Agreement upon 30 days’ written notice.

#### **ARTICLE II. THRESHOLD INVESTIGATION AND DATA REQUESTS**

- A. In each instance in which a complainant (the “Complainant”) makes an allegation against an officer (the “Subject Officer”) regarding an allegation of bias-based policing or racial profiling in connection with a particular incident (the “Subject Incident”), the CCRB’s investigation will proceed in two stages.
- B. At the first stage of the investigation, the CCRB will interview the Complainant and review records provided by the NYPD, including relevant body-worn camera video, relating to the Subject Incident (“the “Subject Incident Records”) provided that such records are provided within a reasonable period of time. If the Complainant is uncooperative or otherwise does not wish to pursue the allegation, the CCRB will not make a request for Data, as defined in Article III herein. Likewise, if the Subject Incident Records demonstrate that the allegation of bias-based policing or racial profiling should be deemed exonerated (“Within NYPD Guidelines” as defined by CCRB) or Unfounded, the CCRB will not make a request for Data.
- C. At the second stage of the investigation, if the Complainant is proceeding with the allegation, and the Subject Incident Records do not resolve the merits of the Complainant’s allegation, CCRB may request Data, as defined in Article III below, pertaining to the Subject Officer. Each request shall: be in writing; identify the Subject Officer by name and tax number; and include a factual summary of the allegations against the Subject Officer. Where an investigation against the Subject Officer includes multiple allegations, CCRB will identify each allegation in its request to the NYPD.

### **ARTICLE III. USE OF, ACCESS TO, AND CONFIDENTIALITY OF DATA**

- A. For the purposes of this Agreement, Data shall include Historical Documents, Historical Data, and Additional Data as defined in this Article III (the "Data"). Subject to the provisions of Article II, the Data shall be provided by the NYPD to the CCRB to the extent the NYPD possesses the Data and to the extent providing the Data is permitted by local, state, and federal law.
- B. All Data shall be provided to CCRB within a reasonable period of time.
- C. Historical Documents for a given Subject Officer are defined as follows:
1. Adverse credibility determinations for the Subject Officer made by a court of competent jurisdiction, the New York City Law Department, or one of the six District Attorney Offices in New York City;
  2. Lawsuit history for the Subject Officer;
  3. Performance evaluations for the Subject Officer for the four years prior to the Subject Incident
  4. Central Personnel Index of the Subject Officer; and
  5. Prior allegations of bias and/or profiling made against the Subject Officer, including allegations received and/or investigated by the NYPD Internal Affairs Bureau, the NYPD Borough Investigations Units, or the NYPD Equal Employment Opportunity Division.
- D. Historical Data for a given Subject Officer are defined as follows:
1. Enforcement history for the Subject Officer and for officers assigned to the same tour(s) and command(s) as the Subject Officer for the 12 months preceding the Subject Incident (a "Historical Dataset"). A Historical Dataset will:
    - a. Be anonymized, by containing unique identifiers for officers and supervisors, except for the data pertaining to the Subject Officer;
    - b. Be provided only for the type or types of enforcement at issue in the Subject Incident (the "Enforcement Type");
    - c. Come from the Subject Officer's permanently assigned command(s) during the 12-month period; and
    - d. Include the Enforcement Type across the Subject Officer's command during the Subject Officer's regularly assigned tour(s) during the 12-month period.
    - e. The Enforcement Type can be one or more of the following:
      - i. Traffic/Moving summonses ("B Summonses");

- ii. Criminal court summonses (“C Summonses”);
- iii. Office of Administrative Trials and Hearings (“OATH”) summonses;
- iv. Transit Adjudication Bureau (“TAB”) summonses;
- v. Arrests and Desk Appearance Tickets;
- vi. Threat, Resistance, and Injury Reports;
- vii. Vehicle Stop Reports;
- viii. Stop Reports (Investigative Encounters);
- ix. Aided Forms;
- x. Medical Treatment of Prisoner Forms; and
- xi. Consent to Search Reports.

f. Each Historical Dataset provided for a given Enforcement Type shall include all of the data fields listed for that Enforcement Type in an addendum to be signed by the Parties by June 21, 2023.

- E. Data shall include data already collected in a centralized NYPD database relevant to the Enforcement Type addressed in a Historical Dataset; the NYPD shall not be required to gather new data in response to Data requests.
- F. Requests for historical documents, data, or information that go beyond that which is outlined in this Agreement will be determined on a case-by-case basis, as agreed upon by the Parties. In its discretion, and on a case-by-case basis, the NYPD can provide additional data it believes will assist the CCRB in its investigation. Any historical documents, data, or information provided pursuant to this subsection shall be deemed “Additional Data.”
- G. The Parties agree that all Data shared under this Agreement shall be treated as if it contains Identifying Information and shall therefore be subject to the confidentiality provisions herein, unless such Data is otherwise publicly available.
- H. The CCRB will not:
  - 1. Utilize the Data to self-initiate complaints against any NYPD officer; or
  - 2. Disclose officer-level anonymized data in any studies or reports; or
  - 3. Otherwise utilize the Data for any purpose other than those authorized by New York City Charter Section 440(c) or required by law.
- I. CCRB will only analyze the Data it receives from the NYPD in relation to the Subject

Incident for which the Data were requested. CCRB's public reporting on Subject Incidents may include the results of analyses already conducted in the investigations of Subject Incidents but will not combine Historical Datasets CCRB has received from the NYPD in service of new analyses.

J. Unless otherwise provided herein, the Data will be transmitted electronically by NYPD in Excel spreadsheet format. Each individual enforcement incident included in a Historical Data Set shall appear in a separate row in the Excel spreadsheet.

1. The Data will be transmitted by an agreed-upon secure method.
2. The Excel spreadsheet containing the Data shall be encrypted and password protected using Microsoft Excel document security capabilities. The password shall be sent under cover of separate email.

K. The CCRB shall maintain the security and confidentiality of all Data received in connection with this Agreement, and shall comply with its agency data security requirements, as well as all applicable provisions of federal, state, and local laws, rules and regulations, pertaining to confidentiality, privacy, and security of the Data received, generated, used, or held for no purpose other than in the course of its performance under this Agreement. Such safeguards shall include, but not be limited to, the following:

1. Access to Data in connection with this Agreement is restricted to "Authorized Users" for a "Permitted Use." For purposes of this Agreement, Authorized Users shall include only those employees and agents of the CCRB whose access to or use of the Data is necessary to execute their official job duties, or as required by law, and a Permitted Use shall include actions necessary to fulfill the Authorized Users' official job duties, as they relate to conducting investigations as authorized under New York City Charter Section 440(c)(1), in the course of their employment with the CCRB.
2. The CCRB shall not disclose Data to any third parties, make use of such information for the benefit of another; or publish, sell, license, distribute, or otherwise reveal the Data without the prior written authorization of the NYPD, unless the Data is otherwise publicly available, or where required by law.
3. Technical and physical limitation of access to the Data on any CCRB or NYPD computers, shared drives, laptops, or other devices and files, whether in paper or electronic format, to Authorized Users only, and utilizing secure means for accessing, storing, and transmitting the Data between and among Authorized Users;
4. Educating Authorized Users on their obligations under this Agreement and applicable laws, regulations, and relevant City and agency policies;
5. Protecting against anticipated hazards or threats to the integrity and security of the Data;
6. Complying with the New York City Information Technology Security Standards

and Requirements, as set forth by the New York City Office of Technology and Innovation (OTI), and the CPO Policies, as they may be modified from time to time; and

7. Destroying the Data to the extent such destruction is consistent with agency record retention practices and in accordance with applicable law.
  - a. Original Data shall be maintained by the NYPD, and the CCRB shall be provided with copies only, and are therefore not deemed records under New York City Charter Section 3011(2).
- L. The CCRB shall promptly notify the NYPD, including the NYPD's APO, of any requests by third parties, including but not limited to governmental officials, commercial interests, researchers, and academics for the Data. Data — excluding APU records — shall not be disclosed to any third party without the prior written authorization of the NYPD, unless such disclosure is required by law or the Data is otherwise publicly available. Upon receipt of a subpoena, court order, request for Data pursuant to the Freedom of Information Law ("FOIL"), request from another governmental entity, or other legal process served upon CCRB for Data, other than Data that is otherwise publicly available, the CCRB shall, within five (5) business days, notify the NYPD, in order to allow the NYPD to seek a protective order, as appropriate. The CCRB shall only disclose Data to the extent necessary to comply with the subpoena, court order, FOIL request, governmental request, or relevant legal process, and to the extent not protected from disclosure by applicable privileges.
- M. In the event of any actual or suspected breach involving the Data or any reports, drafts, information, plans, or documents derived from the Data furnished to, prepared by, assembled, or used by the CCRB, the CCRB shall: (i) provide written notice to the NYPD of the breach within 48 hours of discovery, including notification to the NYPD's APO, which describes the nature of the breach, the identifying information disclosed, the names and/or affiliations of the parties (if known) who gained access to the Data, and a description of the steps taken, if any, to mitigate the effects of the breach in accordance with all relevant laws and regulations; (ii) safeguard or destroy any information that would identify any individual, as requested by the NYPD; (iii) forward a written incident report to the NYPD expeditiously, and not re-disclose the identity of any individual to anyone else; and (iv) take reasonable steps to remediate the cause(s) of such breach, and provide written notice to the NYPD of such steps. For the avoidance of doubt, a breach is an occurrence or event which, intentionally or unintentionally, results in any of the Data being improperly released or removed from the CCRB's custody.

#### **ARTICLE IV. MERGER AND MODIFICATION**

- A. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement and supersedes any prior agreements regarding the subject matter of this Agreement.
- B. This Agreement shall only be modified in a writing signed by the Parties.

C. This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

**ARTICLE V. NO THIRD-PARTY BENEFICIARY**

A. This Agreement shall be binding upon and for the benefit of the Parties hereto and their respective successors and permitted assigns. The provisions of this Agreement shall be for the sole benefit of the Parties hereto and no other person or entity shall be a third-party beneficiary thereof.

**ARTICLE VI. NOTICES**

A. Except as otherwise provided herein, all notices required hereunder shall be in writing and directed to each of the Parties as follows:

If to NYPD:

New York City Police Department  
CCRB Liaison Unit  
One Police Plaza  
New York, NY 10038

With a copy to:

New York City Police Department  
Deputy Commissioner, Legal Matters  
One Police Plaza, Room 1406  
New York, NY 10038  
Attention: Agency Privacy Officer  
[privacyofficer@nypd.org](mailto:privacyofficer@nypd.org)

If to CCRB:

New York City Civilian Complaint Review Board  
General Counsel  
100 Church Street, 10th Floor  
New York, NY 10007

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by the signatures of duly authorized officials.

**NEW YORK CITY POLICE DEPARTMENT**



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Keechant L. Sewell  
Police Commissioner

**NEW YORK CITY CIVILIAN COMPLAINT REVIEW BOARD**



Arva Rice  
Chair, Civilian Complaint Review Board