APPROVAL AS TO FORM OF A CONTRACT BY STANDARD TYPE OF CLASS

AGENCY: **TAXI AND LIMOUSINE COMMISSION**

CONTRACT: **MEMORANDUM OF UNDERSTANDING FOR AUTHORIZATION OF PILOT PROGRAM TESTING OF VEHICLE SAFETY TECHNOLOGY IN TLC LICENSED VEHICLES**

I hereby approve as to form the annexed contract by standard type of class. This approval is valid for a period of one (1) year from the date hereof and for a maximum of twenty (20) contracts. The above approval is made on the express understanding that the substantive language of the subject contracts will not be altered or changed in any way without prior submission to the Office of the Corporation Counsel for approval, provided, however, that blank spaces in the contracts requiring names, dates, dollar amounts or other similar details may be completed.

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

Steve Stein Cardozo

ACTING CORPORATION COUNSEL

DATE: AUG 27 2014

#2014-030891

MEMORANDUM OF UNDERSTANDING

TERMS AND CONDITIONS FOR TAXI AND LIMOUSINE COMMISSION AUTHORIZATION

Between
New York City Taxi and Limousine Commission and
_____ to conduct a pilot program testing
in-vehicle safety technology.

TERMS AND CONDITIONS FOR TLC AUTHORIZATION (the "Agreement") effective as of this _____ day of _____, 2014 ("Effective Date") between the City of New York (the "City"), acting by and through the Taxi and Limousine Commission, located at 33 Beaver Street, 22nd Floor, New York, NY 10004 (the "TLC" or "Commission"), and _____ a _____ corporation having a place of business at _____ ("Vehicle Safety Technology Pilot Participant" or "Participant").

Whereas, the Commission is authorized by the New York City Charter to license and regulate for-hire transportation in the City;

Whereas, the City has launched the "Vision Zero" program, an interdepartmental initiative to rethink practices, incentives, and traffic-as-usual in order to put an end to traffic related deaths and serious injuries;

Whereas, the Commission is authorized pursuant to Section 2303(b)(9) of the New York City Charter to approve pilot programs to test innovative and experimental types of equipment in vehicles (the "Test Vehicle(s)") and has adopted pilot program rules, codified in Chapter 52, Subchapter C, of Title 35 of the Rules of the City of New York ("TLC Rules");

Whereas, by resolution adopted on June 19, 2014 ("Pilot Resolution"), the Commission approved a pilot program (the "Vehicle Safety Technology Pilot" or "Pilot") to test and evaluate Vehicle Safety Technologies such as back boxes, anti-speeding technologies, driver alert systems, and related analytic software ("Vehicle Safety Technology"), for purposes of furthering the mission of the Vision Zero program;

Whereas, the Vehicle Safety Technology Pilot Participant has filed an application with the Commission to participate in the Vehicle Safety Technology Pilot and the Commission has determined that the Participant, on the basis of its application, has met the preliminary conditions for participation in the Pilot; and

Whereas, the Commission, based on the Vehicle Safety Technology Pilot Participant's agreement and subject to the Participant's ability to meet and continue to meet all requirements for approval of Participant's Vehicle Safety Technology for use in the Vehicle Safety Technology Pilot, is prepared to authorize Participant's Vehicle Safety Technology for use in the Pilot.

Now therefore, the TLC and the Vehicle Safety Technology Pilot Participant agree as follows:

I. Definitions

All capitalized terms used in this Agreement that are not defined herein shall have the meanings given to such terms in Section 51-03 of the TLC Rules.

II. Authorization of Participation and Consequences of Termination

(a) The Chair hereby authorizes the Vehicle Safety Technology Pilot Participant to install in TLC licensed vehicles the Vehicle Safety Technology that was approved as to design and installation by TLC Staff, as described in Appendix A, attached hereto and made a part of this Agreement, in connection with the Vehicle Safety Technology Pilot, subject to the terms hereof ("Authorization").

(b) If the Vehicle Safety Technology Pilot Participant's Authorization is terminated by either the Commission or the Vehicle Safety Technology Pilot Participant, or if the Vehicle Safety Technology Pilot terminates prior to the expiration of this Agreement, the Vehicle Safety Technology Pilot Participant shall immediately notify each Licensee who is using the Vehicle Safety Technology approved under this Agreement that any Vehicle Safety Technology installed in a TLC licensed vehicle pursuant to this Pilot that contravenes TLC rules must be uninstalled immediately.

III. Duration of the Authorization

(a) This Authorization shall commence upon the Effective Date of this Agreement, and shall expire in one year or at the termination of the Vehicle Safety Technology Pilot, whichever date is soonest.

(b) If the Commission approves an extension of the term of the Vehicle Safety Technology Pilot, the Chair of the TLC ("Chair"), in his or her sole discretion, may renew each Participant's Authorization. The renewal Authorization may be subject to different terms.

IV. Grounds for Termination of the Agreement

(a) Either party to this Agreement may terminate the Agreement without cause on ten days' prior written notice to the other party.

(b) The Chair may immediately terminate this Agreement for cause if the Chair determines that the Vehicle Safety Technology Pilot Participant has failed to comply or is no longer complying with any of the terms of this Agreement.

(c) The Chair shall terminate the Vehicle Safety Technology Pilot Participant's Authorization and this Agreement immediately if, in the sole discretion of the Chair,

there is an immediate danger to the City, the Commission, or the public in continuing the Authorization and this Agreement.

V. Liquidated Damages and Bond Required

(a) **Amount of Bond.** Participant shall deposit or have deposited with the Commission a five thousand dollar ($5,000) bond per Vehicle Safety Technology, payable to the City of New York. The bond must be provided by one or more sureties approved by the Chair. The bond must be provided before this Agreement becomes effective and must remain valid and in force until one year after the earlier of the date on which the Pilot terminates or the date on which the Participant's participation is terminated or ends, including any extension(s) that may occur.

(b) **Bond Guarantees.** The bond must guarantee that the Participant will pay all liquidated damages due to the Commission under this Agreement.

(c) **Payment of Damages**. The Commission may draw upon the bond for payment of liquidated damages.

(d) **Liquidated Damages.** The Participant recognizes that its non-compliance with the provisions of this Agreement will have a material adverse impact on the City in that it impacts the Commission and its constituents, and that the loss or damage resulting from such non-compliance is not susceptible of precise determination. The Participant agrees to pay to the City liquidated damages as directed by the Chair of $100 per day for each occurrence of any non-compliance with the provisions of Sections VI of this Agreement. Such amounts, in view of the difficulty of accurately ascertaining the loss or damage suffered by the City, are fixed as the liquidated damages that the City will suffer by reason of such non-compliance, and not as a penalty.

(e) **Restitution.** The Participant agrees that it is responsible to pay Drivers, other TLC Licensees, and Passengers, restitution, as applicable, for any harm caused by the use of their Vehicle Safety Technology during the Pilot or thereafter until the Vehicle Safety Technology(ies) have been removed from the vehicle.

VI. Duties and Responsibilities of the Vehicle Safety Technology Pilot Participant

(a) **Compliance with Pilot Resolution:** Participant must comply, and must not cause TLC Licensees to fail to comply, with the requirements of the Pilot Resolution, attached hereto and made a part hereof as Appendix B.

(b) **Compliance with TLC Rules:** Participant must comply, and must not cause TLC Licensees to fail to comply, with all TLC Rules, except as exempted by Section 13 of the Pilot Resolution, or otherwise as exempted by TLC.

(c) **Data Collection:** Participant shall provide the Commission machine-readable data generated by Participant's Vehicle Safety Technology. The type and granularity of data Participant provides must be mutually agreeable to the parties and may include events of

speeding, changes in gravitational forces, hard braking, hard acceleration, in-vehicle alerts, timestamps, geographic location information, and vehicle/driver identifiers.

1) Participant must transmit said data to the Commission weekly, with the first transmission of data occurring no more than six weeks after the first vehicle equipped with the Vehicle Safety Technology goes into service. Initial transmission of data must contain records for no less than the first two weeks of operation. Thereafter weekly data transmissions to the Commission must include data records from each subsequent week of service, with a maximum allowable lag of four weeks between the date of the records and the transmission date.

2) Participant must maintain all of the above required data for at least three years after the date on which the Participant commences providing Vehicle Safety Technology pursuant to the Vehicle Safety Technology Pilot.

(d) **Reporting and Evaluation:** Participant must submit a report to the Commission every other month summarizing the data collected and provided pursuant to Section (VI)(b) of this Agreement, including any algorithmic scoring, and a summary of all complaints related to the Vehicle Safety Technology Pilot received from TLC Licensees (including Drivers and/or Vehicle Owners) and Passengers. Such reporting must be in a format approved by the Commission.

(e) **Vehicle Inspections:** Participant must submit for inspection at TLC's Safety and Emissions facility the first five Vehicles in which Participant has installed its approved Vehicle Safety Technology. Each Vehicle inspection must occur prior to operating the Vehicle as a Taxicab or For-Hire Vehicle, as applicable. Following the initial inspections, each of the five Vehicles must return to the TLC's Safety and Emissions facility for re-inspection once every three months. Nothing herein has any effect upon Vehicle Inspections required elsewhere in the TLC Rules.

(f) **Fee Schedule:** Participant must keep on file with the Commission a complete and up-to-date schedule of all fees, including the fee structure, charged to Licensees for the use of its Vehicle Safety Technology. In no case shall any costs be borne by TLC licensed drivers who are not also TLC licensed Vehicle or Medallion Owners.

(g) **List of Participating Licensees:** Participant must submit an initial list prior to putting their Vehicle Safety Technologies into service and subsequent lists each month of TLC Licensees using Participant's Vehicle Safety Technology permitted through the Pilot, including participating Vehicle Owners, Medallion Owners, SHL permit holders, Drivers, Bases, and garages, and the start and end dates of their participation with the Vehicle Safety Technology in the Pilot.

(h) **User Agreements with Vehicle Owners:** Prior to the sale, lease, use, or installation of the Participant's Vehicle Safety Technology into a Test Vehicle, Participant must enter into a written agreement with the Vehicle Owner for such sale, lease, use or installation.

The terms of such agreements must be consistent with the Pilot Resolution, this Agreement, and TLC Rules, and must be approved as to form by the TLC.

(i) **Driver Consent Agreement:** Participant must ensure that all TLC Licensees driving Test Vehicles sign an agreement acknowledging that Participants may collect and analyze both on-duty and off-duty data from the Vehicle Safety Technology, may provide TLC with ongoing data, and may share the collected data as is necessary. A sample Driver Consent Agreement is attached to this Agreement as **Appendix C**.

(j) **Modifications of Vehicle Safety Technology:** Participant must notify the TLC before making any material modifications to its TLC-authorized Vehicle Safety Technology and must not use the modified technology in the Pilot until such modification has been approved by the TLC.

(k) **Security and Privacy Policies:** Participant must follow the practices outlined in the Security and Privacy policies submitted as part of its application to participate in the Pilot. Participant must notify the TLC before making any material modifications to its Security or Privacy policies and must not implement such modifications until such modifications have been approved by the TLC.

VII. Insurance and Indemnification

(a) **Required Insurance.** The Participant has submitted to the Chair proof of the insurance required in this subdivision when the Commission requested it. The Participant shall submit further proof at any time required by the Chair. The Participant agrees that it will notify the Chair of any change, cancellation or modification affecting the insurance required herein for which proof has been submitted. The Participant understands that Authorization will be terminated unless the Chair has acceptable proof of required coverage at all times.

(1) Commercial General Liability Insurance.

(i) The Participant shall maintain Commercial General Liability ("CGL") Insurance covering the Participant as Named Insured and the City as an Additional Insured in the amount of at least Five Million Dollars ($5,000,000) per occurrence. Such insurance shall protect the City and the Participant from claims for property damage and/or bodily injury, including death that may arise from any of the operations performed or to be performed by or on behalf of the Participant in connection with any of the activities authorized under this Agreement. Coverage under this insurance will be at least as broad as that provided by the most recently

issued Insurance Services Office ("ISO") Form CG 0001, and shall be "occurrence" based rather than "claims-made."

(ii) If the Participant's subcontractor(s) is/are performing or will perform operations in connection with any of the activities authorized under this Agreement, either the Participant's CGL Insurance under subparagraph (i) of this paragraph shall cover the subcontractor(s) or such subcontractor(s) shall maintain its/their own CGL Insurance subject to all other requirements herein.

(iii) Such CGL Insurance shall name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recently issued ISO Form CG 20 10.

(2) Professional Liability Insurance.

(i) In the Commission's discretion, if professional services will be performed by the Participant in connection with any of the activities authorized under this Agreement, the Participant shall maintain and submit evidence of Professional Liability ("PL") Insurance appropriate to the type(s) of services performed by the Participant in the amount of at least One Million Dollars ($1,000,000) per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Participant under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Participant or anyone employed by the Participant.

(ii) If the Participant's subcontractor(s) is/are performing or will perform professional services in connection with any of the activities authorized under this Agreement for which PL Insurance is reasonably commercially available, either the Participant's PL Insurance under subparagraph (i) of this paragraph shall cover the subcontractor(s) or such subcontractor(s) shall maintain its/their own PL Insurance subject to all other requirements herein.

(iii) Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Participant shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

(3) Crime Insurance.

(i) The Participant shall maintain crime insurance to protect against employee dishonesty, covering tangible property or moneys against loss, damage or destruction resulting from larceny, theft, embezzlement, forgery, robbery, misappropriation, willful misapplication or other fraudulent or dishonest acts committed by the Participant's employees or agents. The liability limits under the policy shall be at least One Million Dollars ($1,000,000) per occurrence.

(ii) If the Participant's subcontractor(s) is/are performing or will perform operations in connection with any of the activities authorized under this

Agreement, either the Participant's crime insurance under item (i) above shall cover the subcontractor(s) employees or agents or such subcontractor(s) shall maintain its/their own crime insurance subject to all other requirements herein.

(4) General Requirements for Insurance Coverage and Policies.

(i) All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the Commission.

(ii) All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.

(iii) The Participant shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

(iv) There shall be no self-insurance program with regard to any insurance required under this subdivision unless approved in writing by the Commission. Any such self-insurance program shall provide the City with all rights that would be provided by traditional insurance required under this subdivision, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

(v) The City's limits of coverage for all types of insurance required under this subdivision shall be the greater of:

(A) the minimum limits set forth in this subdivision; or

(B) the limits provided to the Participant as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

(5) Proof of Insurance.

(i) For each policy required under this subdivision, the Participant shall file a Declarations Page issued by the Insurer with the Commission. All Declarations Pages shall be:

(A) in a form acceptable to the Commission and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits;

(B) accompanied by the endorsement in the Participant's Commercial General Liability Insurance policy by which the City has been made an Additional Insured pursuant to subparagraph (iii) of paragraph (1) of this subdivision; and

(C) accompanied by either a duly executed Certification by Insurer in the form provided by the Commission or copies of all policies referenced in the Declarations Page. If complete policies have not yet been issued, binders are acceptable, until such time as the

complete policies have been issued, at which time such policies will be submitted.

(ii) The Participant shall provide the Commission with a copy of any policy required under this subdivision upon demand by the Commission or the New York City Law Department.

(iii) Acceptance by the Commission of a Declarations Page or a policy does not excuse the Participant from maintaining policies consistent with all provisions of this subdivision (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

(iv) If the Participant receives notice, from an insurance company or other person, that any insurance policy required under this subdivision will expire, be cancelled, or terminated for any reason, the Participant shall immediately forward a copy of the notice to the Commission and the New York City Comptroller at:

NYC Taxi and Limousine Commission
Attn: General Counsel
33 Beaver Street 22nd Floor
New York, New York 10004

New York City Comptroller
Attn: Office of Contract Administration
Municipal Building, One Centre Street, Room 1005
New York, New York 10007.

(6) Miscellaneous Insurance Provisions.

(i) Whenever notice of loss, damage, occurrence, accident, claim or suit is required under a Commercial General Liability policy maintained in accordance with this subdivision, the Participant shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Participant may not have coverage under such policy (for example, where one of the Participant's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured" and contain the following information:

- the number of the insurance policy;
- the name of the named insured;
- the date and location of the damage, occurrence, or accident;
- the identity of the persons or things injured, damaged, or lost; and
- the title of the claim or suit, if applicable.

The Participant shall simultaneously send a copy of such notice to:

The City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division,

New York City Law Department,

100 Church Street, New York, New York 10007.

If the Participant fails to comply with the requirements of this subparagraph, the Participant shall indemnify the City for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

(ii) Insurance coverage in the minimum amounts required in this subdivision shall not relieve the Participant of any liability for indemnification under this Agreement.

(iii) The Participant waives all rights against the City, including its officers and employees, for any damages or losses that are covered under any insurance required under this subdivision (whether or not such insurance is actually procured or claims are paid under such insurance) or any other insurance applicable to the activities of the Participant and/or its subcontractors required to be authorized under this Agreement.

If the Participant requires any subcontractor to procure insurance in connection with any of the activities authorized under this Agreement and requires the

subcontractor to name the Participant as an additional insured under such insurance, the Participant shall ensure that such entity also names the City, including its officials and employees, as an additional insured with coverage at least as broad as the most recently issued ISO form CG 20 26.

(b) **General Indemnification.** The Participant shall defend, indemnify and hold the City, its officers and employees harmless from any and all third-party claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses (including reasonable attorneys' fees) to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of any operations of the Participant and/or its employees, agents or subcontractors in connection with any of the activities authorized under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with any of the provisions of this Agreement. Insofar as the facts or law relating to any third-party claim would preclude the City from being completely indemnified by the Participant, the City shall be partially indemnified by the Participant to the fullest extent permitted by law.

(c) **Infringement Indemnification.** The Participant shall defend, indemnify and hold the City harmless from any and all third-party claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses (including reasonable attorneys' fees) to which the City may be subjected or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Participant, its agents or subcontractors of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party in the conduct of the authorized activities. Insofar as the facts or law relating to any third-party claim would preclude the City from being completely indemnified by the Participant, the City shall be partially indemnified by the Participant to the fullest extent permitted by law.

(d) **Not Limited by Insurance.** The indemnification obligations set forth in this section shall not be limited in any way by the Participant's obligations to obtain and maintain insurance as provided in this Agreement.

VIII. Choice of Law

(a) The parties agree that this Agreement shall be deemed to be executed in the City and State of New York, regardless of the domicile of the parties, and shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles) and the laws of the United States, where applicable.

(b) The parties agree that any and all claims asserted by or against either party arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City of New York or in the Courts of the State of New York located in the City and County of New York.

IX. Third Party Beneficiary

Except as expressly set forth in this Agreement, the parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party, against either of the parties hereto.

X. Counterparts

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written

City of New York
Taxi and Limousine Commission

_____

By:_____
Name: Christopher Wilson
Title:

By:_____
Name:
Title:

ACKNOWLEDGEMENT BY CORPORATION

STATE OF)

:SS.:

COUNTY OF)

ON THE _____ DAY OF _____ IN THE YEAR 2013, BEFORE ME PERSONALLY CAME_____ TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES IN _____; THAT (S)HE IS THE _____ OF

_____, THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATION

NOTARY PUBLIC OR COMMISSIONER OF DEEDS

NEW YORK CITY TAXI AND LIMOUSINE COMMISSION

RESOLUTION APPROVING A PILOT PROGRAM TO EVALUATE VEHICLE SAFETY TECHNOLOGY: BLACK BOX, ANTI-SPEEDING AND DRIVER ALERT TECHNOLOGIES

June 19, 2014

The New York City Taxi and Limousine Commission (the "Commission" or "TLC") hereby approves by resolution ("Resolution") a Pilot Program, pursuant to section 52-27(a) of the Commission's rules, to test and evaluate Vehicle Safety Technology or Vehicle Safety Technologies: black boxes, anti-speeding technologies, driver alert systems, and related analytic software, which can be used to promote safe driving in TLC-regulated vehicles.

Every year, more than 250 New Yorkers lose their lives and over 4,000 are seriously injured in traffic crashes. Not one of these incidents is acceptable.

To put an end to traffic-related deaths and serious injuries, the City of New York has launched the "Vision Zero" program, an interdepartmental initiative to rethink practices, incentives, and traffic-as-usual. The TLC has a major role to play in realizing Vision Zero's goal nyc.gov/visionzero. TLC vehicles and drivers, covering over 2 billion miles per year, represent a highly visible component of the City's traffic and in many ways set the tone for driving in the City.

TLC has worked in conjunction with the New York Police Department ("NYPD"), the Department of Transportation ("DOT"), other City agencies and members of the for-hire industries to develop ideas that acknowledge the importance of TLC-regulated fleets in New York City and that seek to leverage their positions to create positive change. Commission staff identified in-vehicle technologies, like black boxes, speed governors, and driver alert systems, as promising tools to help TLC licensees drive more safely, and released two requests for information ("RFI") to learn more about the efficacy of these technologies.

Based on the information contained in responses to the two RFIs, meetings with industry stakeholders, public hearings and town hall meetings, and from review of outside studies demonstrating how these types of technologies have improved road safety in other settings, the Commission has determined that a pilot program would be valuable to more fully evaluate the costs and benefits of using Vehicle Safety Technologies in the unique environment that TLC-regulated industries operate. Interest in this type of pilot program extends to the City Council, which proposed a bill calling for this Pilot Program.

Through feedback and data collected over the course of this pilot, the Commission, the for-hire industries, and the public will be able to identify whether these devices positively impact the safety of drivers, passengers, and other road-users, and whether there are drawbacks to these

technologies that would need to be taken into account should they go into use beyond this Pilot Program. Therefore, the Commission will authorize Vehicle Safety Technology Providers ("Participants") to equip TLC-regulated vehicles with approved Vehicle Safety Technologies that meet the operational and security standards as set forth by the Commission and are in compliance with laws, rules and regulations in this jurisdiction to operate for a limited duration on a pilot basis. The purpose of the Pilot Program is solely to assist the Commission in learning about the feasibility and effectiveness of Vehicle Safety Technologies, and participation in the Pilot Program does not signal authorization to operate Vehicle Safety Technologies beyond the guidelines of the Pilot Program.

Black boxes record the speed, location, braking, acceleration, and lateral movement of a vehicle over time, using information either from the vehicle's onboard computer, GPS, cameras, or a combination of all three. The devices can be programmed to record just before and after an event, such as a collision or at ignition, or on a continuous basis, and can then store that information locally or transmit it wirelessly to central servers. Speed governors can either cap a vehicle's speed at a pre-set level, or dynamically based on the vehicle's location and the speed limit of the street on which it is travelling. Driver alert systems read indicators in the car's computer system, from street-facing sensors, GPS, or other sources to warn the driver of impending danger, such as pedestrians in the vehicle's path, or excessive speed. In addition, much of the data collected by these devices are pulled into software platforms that analyze and predict risky driver behavior over time. These types of technologies have been used by commercial fleets to decrease the number of collisions and driver "events" that have been shown to be "risky," thus could be useful to the Commission in meeting its goal to promote safer driving in TLC-regulated industries.

Other potential benefits of these systems include reduced fuel costs and insurance premiums, reduced time for settling claims, vehicle mechanical problem diagnostics, the ability to detect at-risk drivers and risky situations, notification of drivers in distress (e.g., a crash occurred), and the ability to make suggestions to improve driving habits.

As set forth more fully below, TLC Licensees including Medallion Owners; vehicle owners of yellow taxis, Street Hail Liveries, liveries, black cars, limousines, paratransit vehicles and commuter vans, collectively "Vehicle Owners"; SHL permit holders; and bases that have an interest in a Participating Vehicle ("Bases"), who choose to use a Participant's Vehicle Safety Technology during the term of the Pilot Program will be exempted from certain Commission rules. Moreover, data obtained during the Pilot Program will not be used for TLC enforcement purposes, nor will the Commission review information, images, or audio from passengers, except in circumstances where it is required by law or where this information is important to the analysis of circumstances surrounding serious crashes.

Pursuant to section 52-28(a) of the Commission's rules, approval of this Resolution is subject to the following:

1. Commencement and Duration:

The Pilot Program will commence on the date on which the first Participant approved pursuant to this Pilot Program puts Vehicle Safety Technology into service and will continue for twelve consecutive months thereafter.

2. Pre-Qualification Conditions

   a. Each Participant in the Pilot Program must enter into a binding Memorandum of Understanding ("MOU") with the Chair on behalf of the Commission, which is approved as to form by the New York City Law Department, which obligates the Participant to adhere to all requirements of this Resolution and sets forth additional specifications for each requirement. This Resolution contains a summary of the major MOU terms but does not include each and every term. The MOU must not conflict with any provision of this Resolution.
   b. Each Participant shall ensure that each participating TLC Licensee has signed an agreement with the Participant to have installed in the TLC Licensee's Participating Vehicles Vehicle Safety Technology equipment for the duration of that TLC Licensee's participation in the Pilot Program. These agreements must be consistent with this Resolution. The costs of installation and de-installation shall be borne by either a TLC Licensee, the Vehicle Safety Technology pilot Participant, or a third party, and their agreement shall set forth the person or entity that bears each of the costs of participation, except that no costs shall be borne by TLC licensed drivers who are not TLC licensed Vehicle or Medallion Owners.
   c. If a participating Medallion Owner or SHL permit holder is not the owner or lessee of a Participating Vehicle, the Medallion Owner or SHL permit holder shall ensure that the owner or lessee of the Participating Vehicle agrees in writing to comply with the terms of this Resolution.

3. Means of Public Notice

   a. Notice of opportunity to participate in the Pilot Program will be published in the City Record and on the Commission's website.

4. Proposal

   a. The Commission will begin accepting proposals for participation in the Pilot Program immediately after a template MOU setting forth the specific terms of participation is published on the TLC website.

   b. The Commission will accept proposals throughout the Pilot Program, with authorization to participate in the Pilot Program ending when either the Pilot Program is terminated in whole, or as to a particular Participant, or when the term of the Pilot Program has expired.

   c. Each candidate applying must also:

i. Submit a statement of the purpose or value of the proposed Vehicle Safety Technology, including information regarding the use of the Vehicle Safety Technology in other jurisdictions or industries;

ii. Submit a description of its proposed Vehicle Safety Technology system(s), including any engineering, quality, and/or manufacturing industry standards to which the technology adheres, anticipated costs for Drivers and/or Medallion Owners, Vehicle Owners and /or SHL permit holders, and user guides on how to activate and use the equipment.

iii. Submit a detailed Security Policy that describes the specific information security risks associated with the candidate's specific offering, mitigations the candidate has developed to address those risks, and industry best practices governing the Vehicle Safety Technology system that the Participant proposes to pilot with TLC's Licensees. The security policy must explain what is done to ensure that collected data cannot be tampered with or accessed by unauthorized users at any point.

iv. Submit a detailed Privacy Policy that describes the specific privacy risks associated with a candidate's specific offering, mitigations the candidate has developed to address those risks, and industry best practices governing the Vehicle Safety Technology system that the Participant proposes to pilot with TLC's Licensees, taking into consideration the privacy of passengers and Drivers. The goal of the Pilot is to determine the efficacy of the Vehicle Safety Technology on driving of TLC regulated vehicles, not to receive passenger data or information identifying or capturing passenger conversations or images. However, the value of the Pilot can be enhanced in instances such as a serious crash, when video or audio feed that shows both drivers and passengers is available for review. In this respect, proposals which collect passenger data should address how the Participant will minimize privacy concerns and state how Participants will safeguard passenger data. To mitigate privacy risks, installation of an In Vehicle Camera System ("IVCS") pursuant to this Pilot, with or without audio, must also be accompanied by the installation of stickers warning passengers of images and audio as provided in Section 7(d) of this Resolution.

v. Submit an estimate of any cost including vehicle-related cost and revenue impact of the proposed Vehicle Safety Technology system on affected License groups such as drivers and vehicle owners, on the Commission and the City including, but not limited to information such as fuel costs, insurance premiums or the equivalent, average wait-time for insurance settlements, and maintenance and operation costs for the Vehicle Safety Technology.

vi. Submit a description of the different ways in which the proposed Vehicle Safety Technology system could depart from otherwise applicable requirements, including TLC Rules;

vii. Submit a description of any effect the Participant's proposed Vehicle Safety Technology system would have on the safety of operations of those participating in the Pilot, either as a Participant or a participating TLC Licensee;

viii. Enter into a binding MOU with the Chair on behalf of the Commission which is approved as to form by the New York City Law Department.

ix. Submit to testing and evaluation and/or demonstration of the Vehicle Safety Technology to TLC staff.

5. Selection

a. Selection of Participants will be made by the Chair.

b. Criteria for selection will include adherence to technical, security, data reporting, and privacy requirements as described in this Resolution, demonstrated capacity to deliver the proposed service, demonstrated interest from TLC Licensee partners, demonstrated nexus between the Participant's proposed Vehicle Safety Technology system and the goals of the Vision Zero initiative, and ability to meet the requirements set forth in this Resolution and the MOU. The Chair reserves the right to reject proposals which do not adhere to the criteria set forth in Section 4 and in this section including, but not limited to, proposals which, in the judgment of the Chair, do not sufficiently protect passenger privacy.

c. The Chair may ask any candidate to supplement a proposal as necessary to complete the evaluation of proposals and selection of Participants.

d. The number of Participants in the Pilot Program is not limited.

e. The number of TLC licensees with which a Participant may contract to install Vehicle Safety Technologies in vehicles is not limited.

6. Integration of Vehicle Safety Technology into Vehicles

a. The installation and operation of a Vehicle Safety Technology must not impede the operability of existing in-vehicle equipment in any TLC-licensed vehicle.

b. In addition to the initial security and safety evaluation performed by the Commission prior to implementation of the Program, Participants must ensure that during implementation of the Program, their Vehicle Safety Technology can be inspected and accessed by the Commission, and shall cooperate with the Commission regarding any demonstration and testing of the Vehicle Safety Technology by TLC staff.

7. Privacy and Security

a. Participants must review their respective Privacy Policies and analyze and provide passenger information to the TLC only if the passenger information is incidental to

the recording of a serious crash, in accordance with Section 4(c)(iv) of this Resolution.

b. Participants must ensure that data cannot be tampered with or accessed by unauthorized parties at any point.

c. Participants must have received written consent from Medallion Owners, participating Vehicle Owners, or SHL permit holders and participating Commission licensed drivers ("Drivers") and Bases, where applicable, before collecting or analyzing data as part of the Pilot Program, and proof of consent must be in a form approved by the Commission and produced upon request from the Commission. The TLC will provide a sample Driver's consent Agreement as an exhibit to the MOU. Such consent Agreement will include terms acknowledging that Participants may collect data from the Vehicle Safety Technology at all times and may provide TLC with ongoing data. A Driver willing to participate in this Pilot will be able affirmatively to opt in to participation and the TLC will not use the data for enforcement purposes during the Pilot period.

d. Participants using cameras as part of their Vehicle Safety Technology must provide a notice in a form approved by the TLC and visible to passengers on the inside and outside of the vehicle of the presence of the camera and, where applicable, its capability to record audio.

8. Termination

a. If the Chair determines a Participant has violated or not complied with any provision of this Resolution or the MOU it may immediately terminate approval to participate in the Pilot Program.

b. The Chair can cancel the Pilot Program for any reason, including if it receives corroborated evidence that a Vehicle Safety Technology authorized for use in the Pilot Program creates a security, safety, privacy, or other unacceptable risk to Medallion or Vehicle Owners, SHL permit holders, Bases, passengers or Drivers.

9. Damages

a. Participants shall be responsible to pay Drivers, other participating TLC licensees, Passengers and the TLC, restitution, damages, and/or liquidated damages, as applicable, for any harm caused by use of the Participant's Vehicle Safety Technology during the duration of the Pilot Program, as specified in the MOU.

10. Insurance/Indemnification

a. Each Participant must provide the Commission with proof of primary insurance as required by the MOU, including but not limited to Commercial General Liability Insurance; Professional Liability Insurance and Commercial Crime Insurance.

b. Each Participant is responsible for the conduct of its employees, contractors, and agents, and must familiarize each with relevant regulatory rules and regulations.
c. Participant must defend, indemnify and hold harmless the City of New York, its officers and employees from all claims arising from participation in the Pilot Program.

11. Data

a. Participants will be required to provide machine-readable data necessary for the Commission's evaluation of the pilot program. This may include events of speeding, changes in gravitational forces, hard braking, hard acceleration, in-vehicle alerts, timestamps, geographic location information, and vehicle/driver identifiers.

b. Due to the variety of safety technologies eligible to participate in this Pilot Program, specific data points and required formatting may vary between safety technologies and will be enumerated in detail in the MOU.

c. Participants must transmit data to the Commission weekly, with the first transmission of data occurring no more than six weeks after the first vehicle equipped with the technology goes into service. Initial transmission of data must contain records for no less than the first two weeks of operation. Thereafter weekly data transmissions to the Commission must include data records from each subsequent week of service, with a maximum allowable lag of four weeks between the date of the records and the transmission date.

d. Participants must maintain all of the above required data for at least three years after the date on which the Participant commences providing Vehicle Safety Technology pursuant to the Pilot Program.

12. Reporting and Evaluation

a. Participants must submit a report to the Commission every other month summarizing data that may include speed and speeding events, braking and hard-braking events, acceleration and hard-acceleration, collision events, any algorithmic scoring, and a summary of all complaints related to the pilot program received from drivers, owners and passengers. Such reporting must be in a format approved by the Commission, as further enumerated in the MOU.

b. The Commission requests that participants, including pilot Participants, Medallion Owners, Vehicle Owners SHL permit holders, and/or Bases report their vehicle-related costs before and after the program so that the Commission can understand the financial costs and benefits associated with the use of Vehicle Safety Devices. In addition, the Commission requests other information such as insurance premiums or the equivalent, average wait-time for insurance settlements, and maintenance and

operation costs for the Vehicle Safety Technology that would add to its understanding of the costs and benefits of the technology.

c. Participants must submit an initial list prior to putting their Vehicle Safety Technologies into service and subsequent lists each month of TLC Licensees using Vehicle Safety Technology permitted through this Pilot Program, including Participating Vehicle Owners, Medallion Owners, SHL permit holders, Drivers, Bases, and garages.

d. No later than two months after a Participant ceases to operate under the Pilot Program, it must submit to the Chair a program summary report including the data set forth in the MOU.

e. TLC staff shall prepare and transmit to TLC Commissioners a four-month report, an eight-month report, and a one-year final report on the results of the pilot program. Such reports shall include data about the use of Vehicle Safety Technologies and shall evaluate:

   i. whether and to what extent approved Vehicle Safety Technology appear to affect collision rates;

   ii. where possible, whether and to what extent approved Vehicle Safety Technology affects driving behavior, such as speeding, aggressive driving, hard braking, and erratic driving;

   iii. challenges associated with implementing Vehicle Safety Technologies;

   iv. where possible, whether and to what extent the use of Vehicle Safety Technology affects the expenses of TLC Licensees, including Drivers, participating Vehicle Owners, Medallion Owners, SHL permit holders, Bases, and fleets; and,

   v. to the extent possible, participating TLC Licensee Driver, fleet/Base, and passenger experiences with Vehicle Safety Technology.

f. The final report, including data for the period up to and including the ending date of the Pilot Program, will include findings based on the entirety of the Pilot and a recommendation as to whether or not to continue the program or undertake rule-making for next steps for staff or Commission action. The final report will be provided to the Commission within 4 months of the conclusion of the Pilot Program. If the recommendation is to undertake rule-making, the Commission will initiate rule-making within 12 months following submission to the Commission of the final report.

13. Exemption

a. Participating TLC Licensees who install an IVCS pursuant to the Pilot Program are exempt from sections 67-12, 59A-32, 59B-33. 59C-01—Requirements for Hack-up for In-Vehicle Camera System ("IVCS"), Technical Specifications—of the Commission's rules, provided that the Vehicle Safety Technology is approved under the requirements set forth in the MOU and can provide similar recording functions.

b. Where digital driver-facing screens have been installed as part of a Vehicle Safety Technology, owners and drivers will be exempt from sections 54-14(e), 55-14(g), 56-14(i), and/or 57-14(b)—Use of Electronic Communication Device—of the Commission's rules provided that any interaction with the screen while the vehicle is in motion occurs using either voice or one-touch pre-programmed buttons or keys.

14. Compliance

a. Participants and the Vehicle Safety Technology equipment installed for this pilot must comply with all applicable state and federal and local laws, including but not limited to Occupational Safety and Health Administration (OSHA) standards and requirements and, unless otherwise provided herein, TLC rules, all laws regarding workers compensation, disability benefits and tax withholding, and must pay all fees and fines owed to state, federal or local government jurisdictions when they are due. Section 13 Exemption, above, provides the only exemption pertaining to this compliance section.

b. Participant must not file with the Commission any statements that he or she knows or reasonably should know to be false, misleading, deceptive or materially incomplete.

c. Participant must not accept, request, give or offer gifts or gratuities to or from a licensee for the purpose of violating any of the requirements of the Pilot Program or applicable provisions of state, federal and local law, and must report to the TLC and the New York City Department of Investigations request or offers for the same.

d. Participant must not commit fraud, misrepresentation and larceny, willful acts of omission and commission; and must not act against the best interests of the public, including but not limited to acts of threats, harassment, abuse, use or threat of physical force, or failure to cooperate with law enforcement or the Commission.

e. Participant must notify the TLC in writing of any suspension or revocation of any license granted to the Participant by any local, state or federal agency.

f. Participant must inform the TLC if it is required to make disclosures under State or federal law regarding security breaches, including the New York State Information Security Breach and Notification Act (General Business Law section 899-aa).

g. Participant must notify the TLC before making any material modifications to its TLC-authorized Vehicle Safety Technology and cannot use the modified technology in the Pilot Program until such modification has been approved by the TLC.

Appendix C
Driver Consent Agreement

I, the undersigned,_____, understand that, as part of a pilot program ("***Pilot Program***"), the New York City Taxi and Limousine Commission ("***TLC***") approved testing the efficacy of Vehicle Safety Technologies. I am a driver of a
Taxicab, Street Hail Livery, Livery, Black Car, Limousine, Paratransit, Commuter Van [circle the vehicle that applies to you]
on or in which a Black Box, Anti-speeding Device, Driver Alert-System [circle all that apply] and related analytic software (collectively, "Vehicle Safety Technology" or Vehicle Safety Technologies" ("VST")) will be installed by _____
_____[fill in name(s) of manufacturer(s) of the specific VST installed] ("Participant") in the Pilot Program.

- I certify that I am an eligible driver for the Taxicab, Street Hail Livery, Livery, Black Car, Limousine, Paratransit, Commuter Van [circle the type of vehicle you drive] and meet the following eligibility requirements:

  A valid Taxicab, Street Hail Livery, Livery, Black Car, Limousine, Paratransit, Commuter Van [circle the applicable vehicle] Driver License and other valid and appropriate license, if any, that is required.

- I understand that: a Black Box records speed, location, braking, acceleration, and lateral movement of a vehicle over time, using information either from the vehicle's onboard computer, GPS, cameras or a combination of two or all three. These devices can be programmed or enabled to record just before and after an event, such as a Fatal Crash or a Serious Physical Injury Crash, or at ignition or on a continuous basis, and can store information locally or transmit it wirelessly to central servers.
  - Speed governors can either cap a vehicle's speed at a pre-set level, or dynamically based on the vehicle's location and the speed limit on the street on which it is traveling.
  - Driver alert systems read indicators in the car's computer system, from street-facing sensors, GPS, or other sources to warn drivers of impending danger, such as pedestrians in the vehicle's path, or excessive speed.

- I acknowledge and agree that in consideration for the right to use the VST, which may reduce fuel costs, provide notification of drivers in distress (for example, a crash has occurred), reduce time for settling claims, and provide vehicle mechanical problem diagnostics, I consent to the Participant collecting and/or analyzing data while I am on and off duty, providing the TLC data necessary for its evaluation of the Pilot Program, and, at the Participant's option, ongoing data, and sharing such data as may be necessary.

- I understand that during the Pilot Program an In-Vehicle Camera System (IVCS) with or without audio may be installed in the vehicle I drive. I consent to the following: Participant's collection of IVCS information, images and/or audio, if applicable, from such a camera system during my on-duty and off-duty time in the vehicle; Participant providing TLC data necessary for its evaluation of the Pilot Program, as limited by the immediately following paragraph; and sharing such data as may be necessary.

- The TLC will not review IVCS information, images or audio of passengers except where it is required by law or where this information is important to the analysis of circumstances surrounding serious crashes.

- I understand that my ability to use the VST is subject and conditioned on my compliance with:
    - Except as expressly provided herein, all laws and regulations applicable to my activities hereunder, including without limitation, all TLC Rules;
    - The following Rules apply to the use of the VST:
        i. Use each piece of the VST in a professional and careful way, and so as to keep each such piece in good, safe and satisfactory repair and order in accordance with use manuals and other documentation provided to me;
        ii. Not alter, cover or remove the serial number, or other identification or any proprietary notices affixed to the VST;
        iii. Not remove, tamper with, or make any changes to the VST or otherwise take actions that might affect the operation of the VST;
        iv. While the vehicle is not in service, lock the VST in the vehicle or as otherwise directed by the Participant;
        v. Acknowledge text messages only when the vehicle is not moving.

    - Exemptions for Pilot Program IVCS from Sections 67-12, 59A-32, 59B-33 and 59C-01 of TLC Rules and for Pilot Program digital driver-facing screens from Sections 54-14(e), 55-14(g), 56-14(i) and 57-14(b).

- I agree to cooperate with the Participant in providing feedback about my experience with the VST.

Signature Print Name

Address Telephone