

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NEW YORK STATE DIVISION OF HUMAN RIGHTS
AND
THE NEW YORK CITY COMMISSION ON HUMAN RIGHTS**

I. Parties

- A. The New York State Division of Human Rights (“Division”) is charged with enforcing the State’s Human Rights Law (“HRL”) and protecting the civil rights of New Yorkers. Under the HRL, discrimination in the area of employment, housing, education, and public accommodation based on race, color, sex, age, military status, sexual orientation, gender identity or expression, disability or membership in other specified classes is unlawful. To fulfill these responsibilities, the Division prosecutes unlawful discriminatory practices, investigates and resolves individual complaints of illegal discrimination, advances policies and legislation that expand and/or better protect the civil rights of New Yorkers, and promotes human rights awareness through education and outreach.
- B. The New York City Commission on Human Rights (“Commission”) is charged with enforcing the City’s Human Rights Law (“NYCHRL”) and protecting the civil rights of New Yorkers in and throughout the five boroughs of New York City. To fulfill these responsibilities, the Commission prosecutes unlawful discriminatory practices, investigates and resolves individual complaints of illegal discrimination, advances policies and legislation that expand and/or better protect the civil rights of New Yorkers, and promotes human rights awareness through education and outreach.
- C. All parties as representatives of the State and City of New York have a duty to act in furtherance of enforcing the laws of New York.

II. Purpose

As New York agencies, the Division and Commission (collectively, “Parties”) share a common interest in ensuring compliance with the State and City Human Rights Laws to ensure that the people of New York State are free from discrimination.

The Parties wish to work collaboratively together to ensure that their efforts in pursuit of this interest are cooperative and aligned by: (1) meeting to discuss best practices, techniques for conducting investigations, monitoring, and enforcement, and upholding the civil rights of the people of the state of New York; (2) engaging in the sharing of information from cases filed with each respective agency, as detailed below; (3) collaborating on model policies, public facing materials, and amicus briefs; and (4) organizing joint-public education and outreach events. Accordingly, the Parties wish to enter into this memorandum of understanding (“MOU”) in light of the shared mission and goals of the Parties to prevent and eliminate discrimination in the State of New York, including specifically in the five boroughs of New York City, and to enhance services available to individuals that may allege discrimination. The Parties desire to and do enter into this MOU on the following terms and conditions, for the time period set forth below, unless this MOU is modified or terminated before that date pursuant to the terms and conditions set forth herein.

III. Term

This MOU shall be effective upon authorized signature by all Parties and will remain in effect until superseded by the signed, mutual written agreement of the Parties.

IV. Nature of the Parties’ Collaborative Efforts

A. As described in Section II of this MOU, the Parties will meet periodically to share information and explore areas of potential collaboration, as follows:

1. Areas of discussion may include: best practices; monitoring, enforcement, and investigative techniques; and civil rights issues impacting New Yorkers;

2. Information-sharing may include the following, without additional steps such as Freedom of Information Law (“FOIL”) requests: settlements and final determinations; verification of the status of filed cases and resolutions, including specific allegations and party names to ensure no dual-filing between the agencies; and repeat complainants and respondents before the agencies;
3. Collaboration may include the following: sharing of model policies; drafting public facing materials, including fact sheets and identifying opportunities for joint materials that include information about both the HRL and the NYCHRL; and joint communications campaigns aimed at tackling discrimination in New York and fostering intergroup relations; and
4. Hosting joint-education and outreach events on protections under the HRL and NYCHRL, including an annual Fair Housing event in New York City.

V. Treatment of Shared Information

- A. The type of information to be shared under this MOU may include, but not be limited to, public information that is subject to disclosure under Article 6 of the New York State Public Officers Law, or FOIL, and nonpublic and/or confidential or privileged information, including information compiled for civil law enforcement purposes which, if disclosed, would interfere with civil law enforcement investigations or judicial proceedings.
- B. Any nonpublic written or oral information exchanged between the Parties, as a City and State agency, will be deemed confidential to the extent permitted by law, and may consist of inter/intra agency materials, records compiled for law enforcement purposes, attorney-work product and/or attorney-client privileged information.
- C. The Parties do not intend to waive any applicable privilege or protection by communicating confidential information pursuant to this MOU and, notwithstanding any such communication, intend to preserve to the maximum extent permitted by applicable law the attorney-client privilege, protection under the work product doctrine, trial preparation materials

doctrine, the common interest privilege, and all other privileges and protections otherwise applicable to such confidential information.

VI. Information Sharing Specifications and Obligations

- A. All information obtained by the Division from the Commission pursuant to this MOU shall remain the property of the Commission; all information obtained by the Commission from the Division pursuant to this MOU shall remain the property of the Division, as applicable.
- B. All information shall, to the extent practicable be maintained and identified as owned by the Parties, as applicable, and may not be disclosed except as required by law or by agreement from the Parties, respectively. Each Party shall, upon the reasonable request of the other Party and to the extent permitted by law, return, destroy, delete, or otherwise dispose of any information as directed by the requesting Party.
- C. The Parties agree to establish and maintain safeguards to protect the confidentiality and security of the information provided pursuant to this MOU and to prevent its misuse or unauthorized disclosure by:
 - 1. Restricting access to the information to officers, employees, contractors and agents who have a business need for such information in the performance of their official duties, and informing such persons with access of their responsibilities under this MOU, except as otherwise provided in writing by the Parties;
 - 2. Establishing and maintaining appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect and secure the confidentiality, integrity, and availability of any electronic or hard copy information that the Parties receive or transmit pursuant to this MOU including, but not limited to, storing the information in secure access-restricted files; using only software, computers, laptops and/or mobile devices approved or issued by the Parties (“Devices”) to access, process, transmit, or store the information; and password-protecting all Devices that will be used to access, process, transmit or store the information.; and

3. Complying with applicable breach notification policies and procedures.
4. Holding confidential all information furnished under this MOU containing personally identifiable information and all other information that would otherwise be protected from disclosure by the Freedom of Information Law (Public Officers Law § 87 et seq.) (“FOIL”) (“Confidential Information”), and not disclosing such Confidential Information to any person, organizations, agency, or entity except as expressly permitted by this MOU or as required by law, including but not limited to, the Freedom of Information Law or a lawful subpoena. This section shall remain in full force and effect following the termination of this MOU.

- D. Unauthorized Disclosure: In the event of any unauthorized disclosure of Confidential Information, the responsible Party shall immediately commence an investigation to determine the scope of the disclosure and mitigate any possible resulting damages. The Party shall also provide notice to the contact regarding this MOU set forth in Section IX below detailing the circumstances surrounding the unauthorized disclosure, the date of the use or disclosure, a brief description of the information used or disclosed, any remedial measures taken to retrieve or otherwise repossess such information or other measures to mitigate the use or disclosure of such information, and the names and addresses of the affected individuals involved (if known/applicable).
- E. FOIL Requests: If one agency receives a request for records shared pursuant to this MOU, notice shall be immediately given to all other Parties, who will cooperate to protect such information to the fullest extent possible. If a FOIL request is made for records shared pursuant to this MOU, the Parties will consult to determine which, if any, such records should be disclosed in whole or in part. In sharing information pursuant to this MOU, the Parties agree to communicate, through appropriate markings or otherwise, whether information shared is confidential or privileged, including whether the information contains confidential or privileged commercial or financial information or trade secrets. Information exchanged between the parties pursuant to the terms of this MOU will not be considered public disclosures pursuant to FOIL. The Parties do not consider any exchanges of information pursuant to this MOU to be public disclosures under the Freedom of Information Law. Without limiting the foregoing, the Parties acknowledge

and agree that the shared information is protected from disclosure under the Freedom of Information Law as inter-agency or intra-agency materials pursuant to Section 87(2)(g) of FOIL and, to the extent applicable or information specifically exempted from disclosure by applicable state or federal law pursuant to Section 87(2)(a) of FOIL.

- F. Other Requests and Demands: In the event that either Party receives any legally enforceable demand or request for information shared pursuant to this MOU (including, but not limited to, any judicial or administrative subpoena, court order, or discovery request), or in the event that such information is subject to an affirmative disclosure obligation, the Party receiving such demand or request shall promptly notify the other Party in writing and provide a copy of the demand or request for the information or describe the affirmative disclosure obligation and, prior to complying with the request or demand or disclosure obligation, shall:
1. Consult with the other Party and, to the extent practicable, afford the other Party a reasonable opportunity to respond to the demand or request;
 2. Assert all reasonable and appropriate legal exemptions or privileges that the other Party may reasonably request be asserted on its behalf; and
 3. Consent to an application by the other Party to intervene in any action or administrative proceeding to preserve, protect, and maintain the confidentiality of the information or any related privilege.
- G. Nothing in this MOU shall prevent either Party from complying with a legally valid and enforceable order of a court of competent jurisdiction.

VII. Effect of this MOU

- A. No provision of this MOU is intended to, and no provision of the MOU shall be construed to, limit or otherwise affect the authority of the Parties to administer, implement, or enforce any provision of any law or regulation subject to their respective jurisdictions.
- B. The Parties agree that sharing of information pursuant to this MOU will not constitute public disclosure and in no way constitutes an intention to compromise the confidentiality of such information or waive any applicable

privilege. The Parties expressly reserve all evidentiary privileges and immunities applicable to the information shared under this MOU.

- C. To the extent permitted by law, the existence and contents of this MOU shall be confidential, privileged from discovery and inadmissible as evidence in any legal or administrative proceeding brought by or against any Party, or its representatives, other than to enforce the MOU. The existence and terms of this MOU are confidential to the Parties and, unless required by legal compulsion (*i.e.*, a court order after objections to production and/or other types of discovery are overruled, with timely notice of the request and proceeding having been given to the other Parties), the existence and contents of this MOU shall not be disclosed to any third party without the prior written consent of each Party.
- D. This MOU applies to all communications and other exchanges of information (whether written or oral) among the Parties or their counsel prior to the execution of this MOU and is intended as the written embodiment of any prior understanding of the Parties regarding their common interest efforts and their intent that all such efforts be protected as privileged and confidential attorney work product.
- E. Any Party may withdraw from this MOU at any time upon 15 days prior written notice to the other Parties. The obligations of this MOU upon the withdrawing Party with respect to the information exchanged or shared prior to that Party's withdrawal shall survive that Party's withdrawal. The withdrawing Party will return any confidential information inadvertently delivered to it after its withdrawal, without opening or making use of such confidential information.

VIII. Miscellaneous

- A. Entire Agreement: This MOU contains all the terms and conditions agreed upon by the Parties, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the Parties in relation to each other, or to vary any of the terms contained herein.
- B. Termination: A Party may withdraw from or otherwise terminate its participation in this agreement not earlier than fifteen (15) days after written notice provided to the other Party. To the extent that a Party retains

information upon termination of this MOU, the information shall continue to be treated in accordance with the terms of this MOU and shall not be shared outside the terms of this MOU, except as required by applicable law, or as mutually agreed upon by the Parties.

- C. Modification of this MOU: No modification, amendment, waiver, or release of any provision of this agreement shall be valid or binding, for any purpose, unless in writing and duly executed by the Parties.

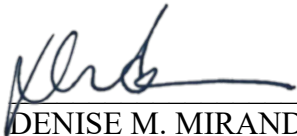
IX. Contacts

- A. The Division's contact regarding this MOU is the Division's Office of General Counsel, which can be contacted at generalcounsel@dhr.ny.gov.
- B. The Commission's contact regarding this MOU is the Commission's Office of General Counsel, which can be contacted at cchrgeneralcounsel@cchr.nyc.gov.

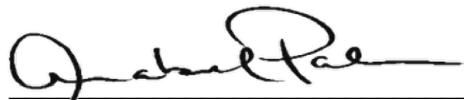
X. Execution

This MOU may be executed in counterparts and by signature sent by facsimile or electronically, each of which shall be deemed an original for all purposes.

By signing below, each Party warrants and represents that they have the authority to execute this MOU on behalf of their agency and to bind their agency to each and every term and condition set forth herein, and agrees, on behalf of their agency, that their agency will adhere to the terms and conditions of this MOU.



DENISE M. MIRANDA
COMMISSIONER
NEW YORK STATE DIVISION OF HUMAN RIGHTS
DATE: 8/28/2025



ANNABEL PALMA
CHAIR AND COMMISSIONER
NEW YORK CITY COMMISSION ON HUMAN RIGHTS
DATE: