

Memorandum of Understanding
Between the New York City Department of Consumer and Worker Protection and
the New York City Commission on Human Rights

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is between the City of New York, (the “City”), acting by and through the New York City Department of Consumer and Worker Protection (“DCWP”), located at 42 Broadway, New York, New York 10004, and the New York City Commission on Human Rights (“CCHR” or “Commission”), located at 22 Reade Street, New York, New York 10007. DCWP and CCHR may be each referred to herein as a “Party” or collectively as the “Parties.”

Whereas, DCWP protects and enhances the daily economic lives of New Yorkers to create thriving communities; and

Whereas, as the largest municipal consumer protection agency in the country, DCWP inspects businesses, mediates consumer complaints, helps New Yorkers manage and protect their money, and conducts outreach, investigation, and enforcement of a range of municipal laws intended to protect New York City consumers and workers; and

Whereas, DCWP's Office of Labor Policy & Standards (“OLPS”) is charged with protecting the rights of employees, including by enforcing City labor and employment protections governing the right protected time off, fair scheduling practices, delivery worker rights, and others; and

Whereas, the rights of employees that DCWP is charged with protecting include, pursuant to its investigative authority in sections 2203(e) and (f) of the New York City Charter and Title 20 of the New York City Administrative Code (“NYC Labor and Employment Protections”); and

Whereas, CCHR is charged with enforcing the City’s Human Rights Law (“NYCHRL” or “Discrimination Protections”) – the broadest civil rights statute in the country protecting the civil rights of New Yorkers in employment, housing, and public accommodations 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 and patterns and practices of 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, with a focus on worker and tenant rights.

Whereas, DCWP and CCHR each have an interest in ensuring the well-being of New York City's workforce; and

Whereas, DCWP and CCHR each have an interest in ensuring compliance by employers with laws that protect employees’ rights at work, including NYC Labor and Employment Protections and Discrimination Protections; in protecting New Yorkers from deed fraud and violations of their consumer rights, as well as predatory practices in housing, and public accommodations; and in stopping and preventing other violations of the law; and

Whereas, DCWP and CCHR share a common desire to preserve and protect workers' rights; and

Whereas, it is the intention of DCWP and CCHR to collaborate and share information as appropriate in some or all of the following areas: license and licensee information; collection of data and information from employers and employees regarding employment policies and practices; referral of cases where appropriate by one Party for further handling by the other Party and conducting other activities consistent with the Parties' goals, including but not limited to public hearings, roundtables, and other outreach; and

Whereas, the Parties wish to ensure that the disclosure and use of any confidential information for the purposes discussed above is in full compliance with applicable laws and regulations;

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Parties hereby consent to the terms of this Memorandum of Understanding ("MOU") and agree as follows:

I. Goals and Structure of Collaboration

A. The goals of this collaboration shall be to stop violations of NYC Labor and Employment Protections, Discrimination Protections and related rules and other laws and rules that protect the rights of employees and workers classified as independent contractors; to prevent future violations of and ensure compliance with such laws and rules; and to seek redress for damages, including but not limited to restitution for workers, resulting from violations.

B. DCWP and CCHR agree to confer periodically, as necessary, to implement the terms of this MOU.

C. This MOU is not an obligation or commitment of funds or staff resources, nor a basis for transfer of funds, but rather is a basic statement of understanding between the Parties regarding the operation of the collaboration described above. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU.

II. Record Sharing and Confidentiality

A. Definitions.

1. **Authorized Users** means employees, officials, and agents of CCHR or DCWP whose access to Records does not interfere with the goals of this MOU, and whose access to Records does not jeopardize the confidentiality of any Confidential Information contained therein.
2. **Confidential Information** means Identifying Information, information designated as confidential by DCWP or CCHR, and all information that is required to be kept confidential pursuant to all applicable Federal, State or local laws, rules and regulations; and all reports, documents, records, or studies containing any such information, prepared, assembled, or obtained by DCWP or CCHR.

3. **Records** means information and records relevant to investigations of mutual interest, including those obtained during the course of such investigations, including but not limited to company policies and practices, correspondence, investigatory materials, data, records, and communications with workers.
4. **Identifying Information** means any information that alone or in combination with other information can be used to identify or locate a person.
5. **Permitted Purpose** means acts the Parties are authorized by law to engage in, and that are necessary for: investigation of possible violations of NYC Labor and Employment Protections, Discrimination Protections and related rules, and other laws and rules that protect the rights of employees and workers classified as independent contractors, enforcement of such laws and rules in any court or tribunal, and activities intended to foster compliance with such laws and rules, including but not limited to public hearings, roundtables, and other outreach.

B. The Parties agree that in furtherance of their shared goals and the joint enforcement of NYC Labor and Employment Protections, Discrimination Protections and other laws that protect the rights of employees, the Parties shall provide Records to one another, as each Party providing the Records deems appropriate.

C. **Confidentiality and Data security.**

1. Except for the Permitted Purpose, the Parties will not disclose Confidential Information without the respective Party's written permission, except as described below.
2. The Parties will not use Records for any purpose except as authorized under this MOU or as required by law.
3. The Parties will limit access to Records to Authorized Users, and will ensure that Authorized Users understand and comply with the provisions of this MOU applicable to Confidential Information.
4. The Parties will not use Records for personal benefit or the benefit of another, nor publish, sell, license, distribute, or otherwise reveal Records.
5. The Parties will use appropriate physical, technological, and procedural safeguards pursuant to the citywide security standards and requirements for data security set forth by the NYC Office of Technology and Innovation and its Office of Cyber Command.

6. If the Parties discover or suspect unauthorized use or disclosure of Confidential Information, the Parties will promptly:
 - a) notify the other Parties, no later than 24 hours after discovery, of:
 - (1) the discovery of the known or suspected unauthorized use or disclosure;
 - (2) the date of the use or disclosure;
 - (3) the name of the user or recipient, if known;
 - (4) the address of the user or recipient, if known;
 - (5) the affiliation of the user or recipient, if known;
 - (6) a brief description of the information used or disclosed;
 - (7) a description of any remedial measures taken to mitigate the effects of such unauthorized use or disclosure of Confidential Information, in accordance with all relevant laws;
 - (8) any details necessary for the Parties to know when and how the unauthorized use or disclosure was made;
 - b) cooperate with the other Parties and relevant City officials, including the City's Chief Privacy Officer, Office of Cyber Command, and the City's Law Department, to investigate the occurrence and scope of the unauthorized use or disclosure, and make any required or voluntary notices; and
 - c) take all reasonably necessary steps to prevent or mitigate damages related to the unauthorized use or disclosure.
7. The Parties may disclose Confidential Information if required by court order or law. If a Party is required to disclose Confidential Information by court order or law, it will:
 - a) disclose Confidential Information only to the extent allowed under a protective order, or
 - b) as necessary to comply with the law.
8. Upon termination of the MOU, to the extent permissible by law, the Parties shall return all Records in a useable electronic form, and erase, destroy, or render unreadable all Records in its entirety in a manner that prevents its physical reconstruction, and certify in writing that these actions have been completed within 30 calendar days of the termination of the MOU or within seven days of either Party's request, whichever comes first.

D. The Parties recognize that certain privileges, legal exemptions and confidentiality provisions may also apply to protect the confidentiality of information. The Parties intend that the confidentiality of such information that is shared is preserved pursuant to the common interest doctrine. Accordingly, the sharing of privileged or confidential information pursuant to this MOU is not intended to waive, and shall not be deemed to be a waiver of, any privileges or claims to confidentiality (including, but not limited to, the attorney-client privilege, the work-product doctrine, the law enforcement privilege, the deliberative process privilege, joint prosecution or defense privilege, and exemptions from disclosure under Freedom of Information laws) that may be asserted under law to protect against disclosure of such information to anyone other than another Party.

III. Media Releases and Public Information

The Parties will discuss and endeavor to coordinate media releases and statements, except that on matters where the parties are conducting joint enforcement, neither party will issue any press release without reaching agreement with the other. Any joint media releases and statements resulting from the collaboration will be mutually agreed upon and jointly handled according to the Parties' guidelines for such releases. All outreach related to the Parties' joint investigations and efforts undertaken pursuant to this MOU will be mutually agreed upon and jointly handled according to the Parties' guidelines for such materials.

IV. Term of MOU, Termination, and Survival

A. This MOU shall become effective upon the signing by both parties. This MOU shall remain in effect for three years from the effective date of this MOU unless it is terminated earlier in accordance with this section. Renewal of the MOU may be accomplished by mutual written agreement of the Parties.

B. Either party may terminate its participation in this MOU for any reason prior to the end date by giving thirty (30) days advance written notice. Any ongoing or joint investigation or enforcement action that is in process at such time the MOU expires or is canceled shall be treated under the terms and conditions of this MOU unless both Parties otherwise agree to terminate the MOU for such investigations.

C. The Parties' obligation to comply with all confidentiality and related assurances set forth in this MOU shall survive termination of the MOU.

V. Notices

A. Notices must be in writing and may be sent by email. Any Party may change its contact information by notice to the other Party. All changes take effect on receipt of notice.

B. Any notice to DCWP required under this MOU shall be delivered to DCWP General Counsel Michael Tiger, mtiger@dcwp.nyc.gov, or their successors.

C. Any notice to the CCHR required under this MOU shall be delivered to General Counsel Anne Meredith, ameredith1@cchr.nyc.gov, or their successors.

VI. Counterparts

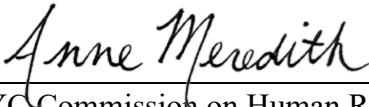
This MOU may be executed in any number of counterparts and with electronic signatures, which may be delivered by facsimile or electronic mail, each of which shall constitute an original and which counterparts together shall constitute one and the same instrument.

VII. Entire Agreement and Amendments

A. This Agreement contains the entire understanding between the parties with respect to the subject matter of the Agreement.

B. To be valid, an amendment to this Agreement must be in writing and signed by all of the parties.

WHEREFORE, the Parties hereto have executed this MOU as of the dates appearing by their respective signatures.



NYC Commission on Human Rights
By: Anne Meredith
Title: General Counsel, Commission on Human Rights

Date: 4/17/2026



NYC Department of Consumer and Worker Protection
By: Michael Tiger
Title: General Counsel, Department of Consumer and Worker Protection

Date: 4/17/26