
INTERAGENCY AGREEMENT

between

**THE NEW YORK CITY DEPARTMENT OF YOUTH
AND COMMUNITY DEVELOPMENT**

and

THE CITY UNIVERSITY OF NEW YORK

on behalf of

**THE CUNY SCHOOL OF PROFESSIONAL STUDIES'
INTERGENERATIONAL CHANGE INITIATIVE**

THIS INTERAGENCY AGREEMENT ("Agreement"), for the Intergenerational Change Initiative Summer Institute, effective as of July 1, 2025, is made by and between the City of New York (the "City"), by and through its Department of Youth and Community Development ("DYCD" or "Agency"), with an office located at 2 Lafayette Street, New York, New York 10007, and The City University of New York ("CUNY") with offices at 205 East 42nd Street, New York, New York 10017, on behalf of the Intergenerational Change Initiative of the CUNY School of Professional Studies ("SPS" or the "College"). DYCD and CUNY are referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, in 2015, the Intergenerational Change Initiative ("ICI") was created as a research lab within CUNY SPS to use youth generated data to promote more intergenerational policymaking in the City about youth issues. The ICI conducts an annual Youth Ask Youth Census as well as collects qualitative data that relate to, *inter alia*, community, health and relationships, economics, and learning; and

WHEREAS, starting in 2020, DYCD has partnered with the ICI on Summer Research Institutes, where young people are trained in social science research methods, supported to design a study, collect data with other youth, analyze the data by and use it to take action. The summer institutes provide an opportunity for qualitative deep dives into particular areas of interest that serve young people and our city. ICI and DYCD have partnered on various participatory action research processes over time; and

WHEREAS, the Parties wish to engage seven 16-24 year olds as co-researchers in a youth mapping project (the "Project") to collect and analyze data to shape a community-driven understanding of available resources and gaps in care in key neighborhoods in the Bronx, to support DYCD's efforts to establish a robust continuum of care tailored to youth at risk of juvenile justice involvement or currently within the system.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, DYCD and CUNY agree as follows:

ARTICLE I

TERM

- A. The term of this Agreement shall commence on July 1, 2025 and expire on June 30, 2026 ("Term"), unless extended by mutual agreement of the Parties or terminated at an earlier date pursuant to Article VI herein.
- B. The Parties may renew this Agreement for up to three (3) additional years (any such period, a "Renewal Term"), upon mutual written agreement of the Parties.

ARTICLE II SCOPE OF SERVICES

During the Term, SPS shall be responsible for providing the programs and services ("Program" or "Services") set forth in the *Scope of Work*, attached hereto and made a part hereof as Exhibit A and any modifications to Exhibit A, as mutually agreed upon by the Parties in writing. Exhibits A and B are attached hereto and incorporated herein.

ARTICLE III

PAYMENT

Agency shall pay CUNY, on behalf of SPS, subject to and in accordance with the procedures and restrictions set forth in this Agreement an amount not to exceed \$42,000 for all Services to be performed during the Term, as reported to, verified and approved by Agency.

- A. All payments shall be made in accordance with the Budget, attached hereto and made a part hereof as Exhibit B. DYCD shall transfer funding to CUNY via the Intra-City budget modification process for the not to exceed aggregate amount set forth herein. DYCD shall complete the necessary IETC (internal exchange transaction intra-city) payment within thirty (30) days of the receipt of each invoice, which shall reflect actual costs incurred, and no later than July 31st for invoices issued during the previous fiscal year.
- B. The Parties acknowledge that pursuant to a certain agreement dated October 20, 1983 between the Research Foundation of The City University of New York ("RF") and CUNY, the RF will act as CUNY's fiscal agent to accept payment from Agency. Each Intra-City invoice shall be signed by the RF Director or Assistant Director of Grants and Contracts and shall include the following language: *"I hereby certify that this invoice is for articles received, services rendered or amounts expended on behalf of the City of New York, that it is correct as to price and amount, that it is necessary for the proper transaction of the business of Agency, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed herein has been previously certified, and that the amount is solely for the operation of said Program described in this invoice."*
- C. Agency hereby grants approval for all modifications to line items in the Budget that do not exceed ten percent (10%) of the value of that line item. Prior to making any reallocations or other changes that would exceed this threshold, CUNY shall require that the RF submit a written request for approval of the modification to Agency. The RF shall not make any such changes without the prior approval of Agency.

- D. This Agreement is funded in whole or in part by funds secured by Agency from the City government and is subject to the availability of such funds for each City fiscal year thereof. Should there be a reduction or discontinuance of such funds by action of the City government, Agency shall, subject to the terms of Article VI – Termination and Modification, have in its sole discretion, the right to terminate this Agreement or to reduce the funding and the corresponding level of Services caused by such action by the City government provided that all program expenditures up to the date of the termination are paid in full by Agency.
- E. Without limiting any of Agency's other rights or remedies, and subject to the subparagraphs 1 and 2 below, Agency shall have the right to recoup payments made to RF by requiring repayment by RF in the event that RF has received monies that are reasonably determined to be prohibited under this Agreement.
1. At least thirty (30) days prior to exercising its right to recoup payments, Agency shall provide written notice to RF and CUNY setting forth the nature and amount of the payments determined by Agency to be invalid or disallowed under this Agreement and the basis for such determination.
 2. RF shall have ten (10) business days after its receipt of such written notice to respond to such Agency determination in writing. Agency shall reasonably consider RF's response, if any, and will issue its reasoned explanation for its determination within ten (10) days after the receipt of RF's response.

ARTICLE IV

NOTICES

All notices required by this Agreement shall be delivered by messenger, overnight delivery service or email to the following:

To Agency:

New York City Department of Youth and Community Development
Office of Legal Affairs
2 Lafayette Street, 21st Floor
New York, New York 10007
Attn: Adele Bartlett, General Counsel
Email: abartlett@dycd.nyc.gov

To CUNY:

For legal matters: The City
University of New York Office
of the General Counsel 205 East
42nd Street, 11th Floor New York,
New York 10017 Email:
ogc@cuny.edu

To SPS-for program related matters
Director of Youth Studies Programs
101 W. 31st 7th floor
CUNY SPS
NY NY 10001
Attention: Sarah Zeller-Berkman, PhD
Email: Sarah.Zeller-Berkman@cuny.edu

To RF – For Fiscal matters:

Director of Grants and Contracts
The Research Foundation of CUNY
230 West 41st Street
New York, New York 10036
Attn: Kyung Hur
Email: Kyung_Hur@rfcuny.org

ARTICLE V
RETENTION OF RECORDS

CUNY agrees to retain and to notify RF to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement whichever occurs later. City, State, and Federal auditors, and any other persons duly authorized by Agency shall have full access to and the right to examine any of the books, records, and other documents.

ARTICLE VI
TERMINATION AND MODIFICATION

- A. The Parties shall have the right to terminate the Agreement in whole or in part:
 - 1. Without cause by giving ninety (90) days written notice; or
 - 2. For material breach, by giving thirty (30) days written notice with an opportunity to cure the breach within the thirty (30) day period.
- B. In the event of termination without cause, DYCD will pay the actual and reasonable costs incurred in accordance with the Budget, up to and including the effective date of the termination.
- C. Modification. This Agreement may only be amended by the mutual written consent of the Parties.

ARTICLE VII
INDEMNIFICATION

- A. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, CUNY shall hold the City harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of CUNY or of its officers or employees when acting within the course and scope of their employment.
- B. This Article VII shall survive the termination of the Agreement.

ARTICLE VIII
PUBLICATION AND INTELLECTUAL PROPERTY

- A. Publications. CUNY shall not publish any materials nor any work dealing with any aspect of performance under this Agreement nor any of the results and accomplishments thereof (each a "Publication"), without the prior written approval of Agency, which shall not be unreasonably withheld. In the event such permission is granted, Agency shall have a perpetual, royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize other City agencies and government entities as well as community-based organizations partnering with Agency to use for non-commercial, public purposes only, in connection with the City's responsibilities and consistent with its authority under the City Charter or other law, that portion of each Publication that deals with performance, results and/or accomplishments under this Agreement. In preparing any of its own materials based on a Publication, Agency will give CUNY and the principal author(s) of the Publication appropriate credit.
- B. Scholarly Research. Notwithstanding the foregoing, if the Publication is the result of scholarly research performed under this Agreement (a "Research Publication"), consistent with CUNY's practice of openness in research, prior written approval of Agency will not be required before publication. Instead, prior to submitting a Research Publication for publication or before any other public disclosure, CUNY will provide Agency thirty (30) days to review the proposed Research Publication to provide comments and to identify any confidential information of Agency that may have been inadvertently included. CUNY will consider the Agency's comments but is under no obligation to make changes to the Research Publication to address them, except with respect to confidential information. If Agency objects to a Research Publication because of the inclusion of its confidential information, CUNY shall not publish or otherwise disclose such Research Publication until such confidential information has been removed.
- C. Instructional Materials and Curricula. "Instructional Materials" shall mean curricula, syllabi and any and all other instructional materials used by CUNY in connection with its educational mission, including instructional materials and curricula created by CUNY and those created by third parties. Instructional Materials are owned by CUNY and/or others pursuant to

CUNY's Intellectual Property Policy, or are used by legal right, permission and/or license to CUNY. Any Instructional Materials to be developed and/or used in connection with the Services shall be designated and described in the Scope of Work, attached hereto and made a part hereof as Exhibit A ("Services Instructional Materials"). To the extent that any Services Instructional Materials are newly created or adapted by CUNY and/or paid for by Agency under this Agreement, Agency shall have a perpetual, royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize other City agencies and government entities as well as community-based organizations partnering with Agency to use them for non-commercial, public purposes only, in connection with the City's responsibilities and consistent with its authority under the City Charter or other law or as otherwise specified in the Scope of Work, attached hereto and made a part hereof as Exhibit A. In preparing any of its own materials based on Services Instructional Materials, Agency will give CUNY and the principal author(s) of the Services Instructional Materials appropriate credit.

- D. Non-Instructional Materials. Any and all non-Instructional Materials created by CUNY under the terms of, or specifically for use under this Agreement, shall become the exclusive property of Agency and shall be designated and described in the Scope of Work, attached hereto and made a part hereof as Exhibit A. CUNY shall have a perpetual, royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the non-Instructional Materials for its non-commercial, educational purposes or as otherwise specified in Exhibit A.
- E. Representation and Warranty. To the extent that any Services Instructional Materials delivered under this agreement incorporate any materials owned by CUNY faculty members, CUNY represents and warrants that it has obtained all necessary permissions and clearances, in writing, for the use of such materials under this Agreement.

ARTICLE IX **CONFIDENTIALITY**

- A. All official City files or records furnished to CUNY under this Agreement containing personally identifiable information and all of the reports, data, or information that would otherwise be protected from disclosure by the Freedom of Information Law, that have been obtained, learned, developed, or filed by CUNY or SPS, or ICI, shall be held confidential by CUNY, SPS and the ICI, and shall not be disclosed by CUNY, SPS or the ICI, to any person, organization, agency, or entity except as required by law, including, but not limited to, the Freedom of Information Law or a lawful subpoena. It is agreed and understood that should any confidential Agency information be requested of CUNY, and CUNY determines that disclosure is required by law, CUNY shall provide Agency ten (10) days' notice and opportunity to object to the disclosure, and if requested by Agency and not inconsistent with CUNY's obligations under law, CUNY shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. This Article shall remain in full force and effect following

the termination of this Agreement.

- B. The Parties acknowledge that (a) information that may be shared in connection with the Services may include personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act ("FERPA") ["FERPA Records"], and (b) to the extent that information is shared in connection with the Services includes FERPA Records, CUNY will not release such information from education records, other than Directory information, without obtaining a FERPA release, in a form used by CUNY, from the student. It is agreed and understood that should any FERPA Records be requested of Agency, Agency shall immediately notify CUNY to determine whether disclosure is authorized or required by law.
- C. To the extent applicable, the Identifying Information Law Rider, attached hereto as Exhibit C ("Rider"), is incorporated and made a part of this Agreement. In the event of a conflict between the terms of this Article IX and the Rider, the more protective provision shall apply.
 - 1. To the extent that CUNY collects, has access to, discloses, or uses any Identifying Information (as such term is defined in the Rider), the Parties agree to the following provisions. CUNY's collection, access, disclosure and use of Identifying Information done solely in furtherance of its obligations under this Agreement does not conflict with the provisions of this Agreement or the accompanying Rider attached below as Exhibit C and is a Permitted Purpose, as defined below.

ARTICLE X

MISCELLANEOUS

- A. This Agreement is subject to audit and/or inspection by Federal, State, and/or Local agencies as authorized or required by law. CUNY shall cooperate and assist with all program and fiscal monitoring, evaluation, and close-out activities and audits conducted by Agency or its designees or any other entity authorized or permitted to perform or undertake any of the foregoing.
- B. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Agreement unenforceable.
- C. The Services provided under this Agreement shall be performed in accordance with all applicable provisions of Federal, State, and Local laws.
- D. This Agreement contains all the terms and conditions agreed upon by the Parties, and no other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties or to vary any of its terms.

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- E. In the event of a conflict between the terms and conditions of this Agreement and the provisions of the Scope of Work attached hereto as Exhibit A, the terms and conditions of this Agreement shall control.
- F. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of CUNY or Agency ("Force Majeure Event"). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of CUNY or the Agency. Neither Party will be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of nature, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
- G. Subject to Article III, Section B, neither CUNY nor CUNY SPS will assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the City. Such prior written consent will not be unreasonably withheld, delayed, or conditioned.
- H. Any subcontractors engaged to deliver direct Services pursuant to this Agreement shall be selected in accordance with applicable procurement regulations. CUNY shall direct the RF to forward to Agency a fully-executed original copy or a PDF of an approved subcontract. Subcontracts shall comply with all applicable provisions of this Agreement. For avoidance of doubt, nothing contained herein requires CUNY or the RF to comply with City procurement rules. Agency hereby grants approval for all subcontractors providing services covered by this Agreement pursuant to a subcontract in an amount that does not exceed \$20,000. Prior to entering into any subcontract for an amount greater than \$20,000, the RF shall submit a written request for the approval of the proposed subcontractor to the Agency. RF shall not enter into any subcontract for an amount greater than \$20,000.
- I. In the event that CUNY requires any subcontractor to maintain insurance with regard to any operations under this Agreement and requires such subcontractor to list CUNY as an additional insured under such insurance, CUNY shall require that such entity also list the City, including its officials and employees as an additional insured.
- J. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the Services set forth in the Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

**CITY OF NEW YORK, acting by and through its
DEPARTMENT OF YOUTH AND
COMMUNITY DEVELOPMENT**

By: Adele Bartlett

Adele Bartlett,
General Counsel

Date: October 1, 2025

THE CITY UNIVERSITY OF NEW YORK

By: Derek Davis

Name: Derek Davis
Title: Senior Vice Chancellor for Legal Affairs and General
Counsel

Date: October 21, 2025

APPROVED AS TO FORM
The City University of New York
Office of the General Counsel

Kyle Antonelli

10/1/25

EXHIBIT A

SCOPE OF WORK FOR INTERGENERATIONAL CHANGE INITIATIVE SUMMER RESEARCH INSTITUTE

Introduction:

The Intergenerational Change Institute's ("ICI") Summer Research Institute ("SRI") at CUNY's School of Professional Studies will bring together young people aged 16-24 as co-researchers (the "Participants") to assess the awareness, accessibility, and effectiveness of existing care services while also identifying missing assets from a holistic perspective ("asset mapping"). The Participants will be trained to develop an asset-mapping framework that centers the experiences and insights of cohort members who live in designated precincts and have firsthand experience with the foster care, transitional care, and juvenile justice systems. Over six weeks, the Participants will apply their training to fieldwork, collecting and analyzing data to shape a community-driven understanding of available resources and gaps in care.

This youth mapping project is designed to support DYCD's efforts to establish a robust continuum of care tailored to youth at risk of juvenile justice involvement or currently within the system. The SRI will map assets, identify service gaps and strengths within the existing landscape. The data will be used by a DYCD planning council that will define clear outcomes for the continuum of care and establish requisite data metrics to gauge progress towards these objectives.

In addition to engaging in asset mapping, the Participants will engage in weekly Community Days, which connect researchers with grassroots organizations across the City's five boroughs, allowing Participants to expand their knowledge of local advocacy efforts while engaging in Participant observation and mobile ethnography. These experiences will deepen Participants' analysis of care services and systems, ensuring their research is informed by lived expertise and real-time community engagement.

Through this work, Participants will generate actionable insights to inform policies and practices that better serve young people navigating these systems, ensuring that their voices and leadership drive solutions for meaningful change.

I. CUNY Responsibilities

1. CUNY shall provide:

- a. Partnership Development** - In line with DYCD's goals to work collaboratively with community members, Community-Based Organizations, city agencies and other stakeholders to create a continuum of care for youth in the Bronx, with the goal of improving public safety, ICI will establish partnerships with at least one community-based service provider in each of the precincts outlined below. Outreach to potential partners will begin mid-May of 2025 and may include:

Precinct 40 – Port Morris, Mott Haven, Melrose

- Mott Haven Community Partnership (JCCA)
- BronxWorks Family Enrichment Program:
- The New York Foundling – Mott Haven Academy Charter School:
- Bronx Community Solutions

Precinct 42 – Morrisania, Claremont, and Crotona Park

- Graham Windham
- Children's Village
- BronxConnect

Precinct 44 – Grand Concourse, Bronx Terminal Market, Yankee Stadium

- The Bronx Defenders
- Bronx TASC (EAC Network)
- Bronx CRAN (EAC Network)
- Fair Futures Program (ACS)

- b. Recruitment** - ICI shall work in partnership with DYCD to recruit Participants, drawing from youths enrolled in DYCD programs in the 3 target precincts. ICI will then interview and hire a minimum of 5 and up to 7 Participants (ages 16–20) to participate in SRI. Recruitment will focus on Participants who live in one of the 3 precincts (or 6 neighborhoods) outlined above and have experience with juvenile justice systems, transitional care, and/or foster care.
- c. Onboarding** - ICI shall conduct a virtual orientation via Zoom in late June of 2025, during which ICI shall collect and process all required paperwork and basic Participant information. In addition, ICI shall review the SRI guidelines and expectations with all Participants during the orientation as well.
- d. Paperwork** - ICI shall collect and digitally maintain all participant-level records including intake forms, attendance, program and participant-level evaluations. CUNY will not collect any other information relating to Participants.
- e. Program design and curriculum** - ICI will design a six week, four days a week research institute as well as all the associated curriculum for the training of the youth researchers in social science research methods. This curriculum remains the intellectual property of ICI.

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- f. **Program Schedule** - ICI shall provide six weeks of programming four days a week (Mondays through Thursdays) from 10:00 a.m. - 4:30 p.m. The program will run Monday, July 7, 2025 through Thursday, August 14, 2025. Programming includes the training of Participants in social science methods, basics of a youth participatory action research approach, community days, data collection/mapping community assets and service gaps and report writing to support recommendations for how to create a continuum of care for youth in the Bronx, all as further detailed below.
- g. **Program Location** - ICI shall secure daily meeting space at the CUNY School of Professional Studies campus located at 119 West 31st street, New York, New York 10001. ICI has secured CUNY SPS classrooms for the entirety of the program and the classrooms provide computer and wifi access.
- h. **Staffing and Supervision** - ICI shall maintain a central staffing team consisting of: ICI Program Director; CUNY SPS Adjunct Professor; and a CUNY Research Fellow who shall work with the Participants to train them and implement the program. The Program Director and Adjunct Professor shall conduct weekly check-ins with Participants to:
1. Assess weekly attendance and participation;
 2. Reflect on ongoing skills development; and
 3. Provide referrals to support services as needed.
- i. **Foundational Training** - ICI shall deliver a 1.5 week intensive research training to Participants, led by CUNY staff, faculty, and research fellows that will cover: history of research; research ethics; research frameworks; data collection methods; data analysis; disseminating findings. The training shall be located at CUNY SPS and shall take place July 7, 2025 through July 18, 2025.
- j. **Research Framework (Youth Participatory Action Research/YPAR)** - ICI shall facilitate the use of a YPAR model in which Participants will work with adult facilitators provided by CUNY to collaboratively:
1. Develop an asset-mapping framework that centers Participants' lived experiences including those that have been systems-impacted.
 2. Support Participants in conducting online research to identify and catalog existing support services and programs for systems-involved youth.
 3. Select and implement the data collection methods most aligned with Participants' research questions regarding access to services or gaps in service for systems impacted youth within the noted precincts/neighborhoods. Anticipated methods may include interviews with community residents, peers, and resource centers; observational community walks (mobile ethnography); Street interviews; Sidewalk science (interactive, creative, public-facing data collection techniques).
- k. **Weekly Community Days** - ICI shall organize full-day excursions designed to:
1. Bring Participants into direct contact with grassroots organizations and cultural

institutions across all five boroughs of New York City with a focus on one of five key policy areas: Economic Mobility; Education Equity Environmental Justice; Housing Security; or Mental Health;

2. Have Participants meet with representatives from the grassroots organizations, engage in data collection in the three precincts listed above and expand their understanding of local advocacy work through these events.

- l. Community Day Partners** - ICI shall secure community day partners for the Weekly Community Days described above. These partners will be in the precinct areas in the Bronx. For reference, 2024 partners included:

- Youth Against Displacement (Manhattan – Housing Security);
- Rainbow Garden of Life and Health (Bronx – Environmental Justice);
- Apicha Community Health Center (Queens – Community Health/Mental Health);
- The Flossy Organization (Brooklyn – Economic Mobility);
- Penn & Perry (Staten Island – Peer Data and Transit Justice research);
- Dreamyard (Bronx – Peer Data Collection); and
- Museum of the City of New York (Manhattan – General Research and Urban History).

- m. Research-to-Policy Impact** - Under the supervision of ICI, Participants will produce a comprehensive final report for DYCD that summarizes Participant-generated findings aimed at identifying strengths and service gaps as well as policy recommendations to support DYCD Planning Council's work on developing a continuum of care for justice-involved youth in the three identified precincts.

- n.** The report and data generated by the Participants shall be deemed non-Instructional Materials pursuant to Section VII.D of this Agreement. All other intellectual property used or created by CUNY under this Agreement shall be deemed Instructional Materials pursuant to Section VII.C of this Agreement.

II. DYCD Responsibilities

1. DYCD shall provide support to ICI with Participant recruitment by engaging CBOs in the DYCD Continuum of Care Planning Council to help with identifying systems-impacted youth from the precincts/neighborhoods outlined in this Scope of Work document.
2. DYCD shall provide consultation during the production of the final report to facilitate report findings and proposed policy recommendations that effectively inform the work of the DYCD Continuum of Care Planning Council.

EXHIBIT B

BUDGET

FOR

**The Intergenerational Change Initiative at CUNY SPS Summer Research Institute
(DYCD Mapping Project)**

7 youth co-researcher (“Participant”) stipends – Each stipend is for a maximum of \$2,400 per Participant for 7 youth, for a maximum total of **\$16,800:**

Adult facilitators fellowship – maximum of **\$15,250:**

Research-based field trips/Misc – maximum of **\$3,200**, payable on a cost reimbursement basis.

CUNY RF fee 15% - maximum of **\$6,750.**

Contract total: maximum of **\$42,000.**

EXHIBIT C

IDENTIFYING INFORMATION LAW RIDER

1. Purpose.

Contractor agrees to comply with this Identifying Information Rider ("Rider") and the Identifying Information Law, as applicable, in the performance of this Agreement.

2. Definitions.

- A. "Access" to Identifying Information means gaining the ability to read, use, copy, modify, process, or delete any information whether or not by automated means.
- B. "Agency" means a City agency or office through which the City has entered into this Agreement.
- C. "Authorized Users" means employees, officials, subcontractors, or agents of Contractor whose collection, use, disclosure of, or access to Identifying Information is necessary to carry out the Permitted Purpose.
- D. "Chief Privacy Officer" means the City's Chief Privacy Officer.
- E. "Collection" means an action to receive, retrieve, extract, or access Identifying Information. Collection does not include receiving information that Contractor did not ask for.
- F. "Contractor" means an entity entering into this Agreement with the City.
- G. "Disclosure" means releasing, transferring, disseminating, giving access to, or otherwise providing Identifying Information in any manner outside Contractor. Disclosure includes accidentally releasing information and access to Identifying Information obtained through a potential unauthorized access to Contractor's systems or records.
- H. "Exigent Circumstances" means cases where following this Rider would cause undue delays.
- I. "Identifying Information" means any information provided by the City to Contractor or obtained by Contractor in connection with this Agreement that may be used on its own or with other information to identify or locate an individual.
- J. "Identifying Information Law" means §§ 23-1201 – 1205 of the Administrative Code of the City of New York.
- K. "Permitted Purpose" means a use of Identifying Information that is necessary to carry out Contractor's obligations under this Agreement.

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- L. "Use" of Identifying Information means any operation performed on Identifying Information, whether or not via automated means, such as collection, storage, transmission, consultation, retrieval, disclosure, or destruction.

3. General Requirements.

- A. Contractor will use appropriate physical, technological, and procedural safeguards to protect Identifying Information.
- B. Contractor will restrict collection, use, disclosure of, or access to Identifying Information to Authorized Users for a Permitted Purpose.
- C. Contractor will comply with the Citywide Cybersecurity Requirements for Vendors and Contractors set forth by the New York City Office of Technology and Innovation and its Office of Cyber Command as they appear at <https://nyc.gov/infosec>. Contractor will ensure that Authorized Users understand and comply with the provisions of this Agreement applicable to Identifying Information.
- D. Contractor and Authorized Users will not use Identifying Information for personal benefit or the benefit of another, nor publish, sell, license, distribute, or otherwise reveal Identifying Information outside the terms of this Agreement.

4. Collection.

- A. Absent Exigent Circumstances (Section 7.0), Contractor may collect Identifying Information if the collection:
- i. has been approved by the agency privacy officer;
 - ii. is required by law or treaty;
 - iii. is required by the New York City Police Department in connection with a criminal investigation; or
 - iv. is required by a City agency in connection with an open investigation concerning the welfare of a minor or an individual who is not legally competent.

5. Disclosure.

- A. Absent Exigent Circumstances (Section 7.0), Contractor may disclose Identifying Information if the disclosure:
- i. has been approved by the agency privacy officer;
 - ii. is required by law or treaty;
 - iii. is required by the New York City Police Department in connection with a criminal investigation; or
 - iv. is required by a City agency in connection with an open investigation concerning the welfare of a minor or an individual who is not legally competent; or
 - v. has been authorized in writing by the individual to whom such information pertains or, if the individual is a minor or is otherwise not legally competent, by the individual's parent, legal guardian, or other person with legal authority to consent on behalf of the individual.

6. Disclosures of Identifying Information to Third Parties.

Unless prohibited by law, Contractor will promptly notify the agency privacy officer of any third-party requests for Identifying Information, cooperate with the agency privacy officer to handle such requests, and comply with the Chief Privacy Officer's policies and protocols concerning requirements for a written agreement governing the disclosure of Identifying Information to a third party.

7. Exigent Circumstances.

- A. Notwithstanding Section 4.0 (Collection) and 5.0 (Disclosure), if Contractor collects or discloses Identifying Information due to Exigent Circumstances, then as soon as practicable after the collection or disclosure but not to exceed 24 hours, Contractor will send to the agency privacy officer in writing:
- i. The name, e-mail address, phone number, and title of a Contractor point of contact with sufficient knowledge and authority who will respond promptly to and collaborate with the agency privacy officer;
 - ii. A description of the Exigent Circumstances, including a detailed timeline, all involved parties, the types of Identifying Information disclosed or collected, and Contractor's estimate of the likelihood of the Exigent Circumstances reoccurring.

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- B. If the agency privacy officer determines the collection or disclosure was not made under Exigent Circumstances, the collection or disclosure will be deemed in violation of this Rider and subject to the provisions of Section 8(A)-8(D).

8. Unauthorized Collection, Use, Disclosure of, or Access to Identifying Information.

- A. If Contractor collects, discloses, uses, or accesses Identifying Information in violation of this Rider, Contractor will:

- i. notify the agency privacy officer in writing as soon as practicable but no later than 24 hours after discovery, including a description of the collection, disclosure, use, or access, the types of Identifying Information that may have been involved or compromised, the names and affiliations of the parties (if known) who gained access to Identifying Information without authorization, and a description of the steps taken, if any, to mitigate the effects of the collection, disclosure, use, or access incident;
- ii. cooperate with the agency privacy officer 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 collection, disclosure, use, or access, and make any required or voluntary notices; and,
- iii. take all necessary steps, as determined by the agency privacy officer, to prevent or mitigate the effects of the collection, disclosure, use, or access.

- B. If there is an alleged collection, use, disclosure, or access violation, the Agency may investigate the alleged violation. Contractor will cooperate with the investigation, which may include prompt:

- i. provision to the City of information related to security controls and processes, such as third-party certifications, policies and procedures, self-assessments, independent evaluations and audits, view-only samples of security controls, logs, files, incident reports or evaluations;
- ii. verbal interviews of individuals with knowledge of Contractor's security controls and processes or the unauthorized collection, use, disclosure, or access;
- iii. an evaluation or audit by the City of Contractor's security controls and processes, and the unauthorized collection, use, disclosure, or access;
- iv. an evaluation or audit by Contractor of its security controls and processes and the unauthorized collection, use, disclosure, or access, and provision of any attendant results to the City; or,

v. an independent evaluation or audit to be provided to the City of Contractor's security controls and processes, and the unauthorized collection, use, disclosure, or access.

C. If the agency privacy officer or Chief Privacy Officer determines that notification to affected individuals is required pursuant to the policies and protocols promulgated by the Chief Privacy Officer under subdivision 6 of Section 23-1203, then the agency privacy officer will inform Contractor whether the Agency or the Contractor will issue the notification. If the agency privacy officer directs Contractor to issue the notification, the notification will be issued in writing as soon as practicable and will conform to the agency privacy officer's instructions as to form, content, scope, and recipients.

D. Contractor is not required to make any notification that would compromise public safety, violate any law, or interfere with a law enforcement investigation or other investigative activity by the Agency.

9. Retention.

Contractor will retain Identifying Information as required by law or as otherwise necessary in furtherance of this Agreement, or as otherwise approved by the agency privacy officer.

10. Reporting.

Contractor will provide the Agency with reports as requested by the agency privacy officer or Chief Privacy Officer regarding Contractor's collection, retention, disclosure of, and access to Identifying Information. Each report will include information concerning Identifying Information collected, retained, disclosed, and accessed including: (a) the types of Identifying Information collected, retained, disclosed, or accessed; (b) the types of collections and disclosures classified as "routine" and any collections or disclosures approved by the agency privacy officer or Chief Privacy Officer; and (c) any other related information that may be reasonably required by the agency privacy officer or Chief Privacy Officer.

11. Auditing.

A. The Agency may review and audit Contractor's collection, access, disclosure and use of identifying information from time to time during the term of this Agreement. Contractor shall allow the Agency to perform audits, and shall fully cooperate and furnish all requested materials in a timely manner. Such audits must be performed during normal business hours and must minimize disruption of Contractor's business. Audits may be conducted by the Agency or an Agency provider and at the Agency's expense. At the Agency's option, Contractor shall complete, within 45 days of receipt, an audit questionnaire provided by the Agency regarding Contractor's privacy program. Contractor shall not be entitled to compensation from the Agency for the time it spends cooperating with any of the audits, scans, or tests provided for in this Section.

12. Coordination with agency privacy officer.

The Agency may assign powers and duties of the agency privacy officer to Contractor for purposes of this Agreement. In such event, Contractor will exercise those powers and duties in accordance with applicable law in relation to this Agreement and will comply with directions

of the agency privacy officer and Chief Privacy Officer concerning coordination and reporting.

13. Destruction of Identifying Information.

If the Agency instructs Contractor to destroy Identifying Information, Contractor will destroy it within 30 days after receiving the instruction in a way that it cannot be reconstructed, subject to any litigation holds. Contractor will provide written confirmation to the agency privacy officer that it has destroyed the Identifying Information within 30 days after receiving the instruction. If it is impossible for Contractor to destroy the Identifying Information, Contractor will promptly explain in writing why it is impossible, and will, upon receiving the destruction request, immediately stop accessing or using the Identifying Information, and will maintain such Identifying Information in accordance with this Rider.

14. Subcontracts.

- A. Contractor will include this Rider in all subcontracts to provide human services or other services designated in the policies and protocols of the Chief Privacy Officer.
- B. Contractor will be responsible to the Agency for compliance with this Rider by its subcontractors that provide human services or other services designated by the Chief Privacy Officer.

15. Conflicts with Provisions Governing Records and Reports.

To the extent allowed by law, the provisions of this Rider will control if there is a conflict between any of its provisions and, as applicable, either (a) Article 5 of Appendix A (General Provisions Governing Contracts for Consultants, Professional, Technical, Human, and Client Services); (b) if the value of this Agreement is \$100,000 or less and is funded by City Council Discretionary Funds, Article 7(E) and Rider 1, Article 1 of this Agreement; or (c) if neither (a) nor (b) apply, the other provisions concerning records retention and reports designated elsewhere in this Agreement. The provisions of this Rider do not replace or supersede any other obligations or requirements of this Agreement.