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MEMORANDUM OF UNDERSTANDING & COOPERATION

This Memorandum of Understanding and Cooperation ("MOU") is entered into as of this 11th day of October 2022 by and between:

The Honorable Eric L. Adams, Mayor of New York City, with his offices at City Hall, New York, NY 10007 ("NYC" or the "City");

Walter Cho, Chairman and CEO of Korean Air Lines Co., Ltd. with his offices at 260 Haneul-gil, Gangseo-gu, Seoul, Republic of Korea ("Korean Air" or "Partner"); and

James Kim, Chairman & CEO of the American Chamber of Commerce in Korea, with his offices at 15th Floor, Two IFC, 10 Gubeom-ro, Youngdeungpo Gu, Seoul, Korea ("AMCHAM" or "Partner").

WITNESSETH:

WHEREAS, the Mayor is very passionate about assisting minority and women-owned businesses ("MWBEs") in New York City, finding opportunities for underserved individuals in New York City to gain experience with international businesses, and seeking investment in New York City from Korean companies;

WHEREAS, Korean Air is interested in assisting New Yorkers to gain international business experience through internship opportunities, increasing utilization of NYC-certified MWBEs for their procurement needs, and helping MWBEs in New York City enter the Korean market; and

WHEREAS, AMCHAM has established the American Business Center (ABC) program to assist US-based small and medium-sized enterprises to find business opportunities in Korea while also willing to assist in attracting Korean companies to invest in New York City.

NOW, THEREFORE, the parties hereto agree to cooperate with one another to assist MWBEs in New York City, find internship opportunities for interested New Yorkers, increase utilization of NYC-certified MWBEs for Korean Air's procurement needs, and encourage investment in New York from Korean companies as follows (collectively, the "Program"):

1. Internships

The City, through its agencies such as the Department of Small Business Services ("SBS"), will assist AMCHAM to fill internship positions with Korean Air at its offices at John F. Kennedy Airport and in Seoul, Korea. Upon receipt of notification of the candidates from the City, Korean Air will make all appropriate arrangements for the candidates to begin appropriate internship opportunities at the two Korean Air locations.



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2. Minority- Women-Owned Business Enterprises ("MWBE")

The City will assist AMCHAM in finding eligible MWBEs to fulfill their local procurement needs. In addition, the City will inform MWBEs about the opportunity to enroll in the American Business Center operated by AMCHAM. This will provide them with introductions for opportunities to do business in Korea and give them access to the necessary services to do business in Korea made available by other AMCHAM member companies.

3. Investment by Korean Companies

More and more Korean companies are investing in large projects in the United States and the parties agree to cooperate with one another to find opportunities for Korean companies to invest in New York City. New York City, AMCHAM, and Korean Air shall cooperate with one another to help identify opportunities to invest in NYC and encourage Korean large and small companies to invest in such opportunities.

4. Cooperation of the Parties

To the extent permitted by law, the parties agree to sincerely and faithfully cooperate with one another to ensure that the intent and purpose of this MOU is fulfilled.

5. Enforceability

This MOU does not create any binding obligation among the parties. It is an expression of intent by the parties to cooperate with one another for the purposes set forth in this MOU.

6. Validity

This MOU shall be in effect for a period of one (1) year from the date entered into above. Either Party may terminate this MOU, provided that notice is given to the other Party ten (10) days in advance. In the event of termination or conclusion of the MOU, the confidentiality provisions of Rider A shall remain in full force and effect.

7. Reference

Additionally, the parties agree that this MOU is subject to the General Program Conditions which are attached as Rider A and incorporated by reference.

Eric L. Adams
Mayor
New York City

Walter Cho
Chairman & CEO
Korean Air

James Kim
Chairman & CEO
AMCHAM



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RIDER A

GENERAL PROGRAM CONDITIONS

1. PARTNER, and anyone providing services on its behalf, shall conduct all Program activity in accordance with all applicable laws, rules and regulations during its participation in the Program.
2. PARTNER understands that its participation in the Program is **not an endorsement** by the City of PARTNER or anyone involved in PARTNER's related or affiliated entities.
3. PARTNER understands that participation in the Program will **not influence** the City in any future dealings that the City may have with the PARTNERS or anyone involved in the PARTNER'S organizations.
4. PARTNER is **not entitled to use the intellectual property of the City or SBS for any purpose**, including any advertising or promotional purposes.
5. PARTNER, and anyone providing services on its behalf in connection with this MOU, will take all reasonable precautions to protect all persons and the property of the City of New York and of others from damage, loss or injury during their participation in the Program.
6. Neither PARTNER nor any of its principal officers or directors or any related or affiliated entities or subcontractors being used in connection with this Program are in arrears to the City upon debt, contract or taxes and neither are in default, as surety or otherwise, upon obligations to the City, and neither have been declared not responsible, or disqualified, by any agency of the City, nor is there any proceeding pending relating to the responsibility or qualification of PARTNER or any of its principal officers or directors or any related or affiliated entities or subcontractors being used in connection with this Program to receive public contracts.
7. PARTNER agrees any marketing or press that PARTNER would like to do for this Program must be coordinated with the City and approved by the City in advance.
8. PARTNER agrees that it will not solicit any person or business participating in the Program for the purposes of selling PARTNER products or services for a minimum period of six (6) months after the expiration date of this MOU.
9. Participants agree and understand that their participation in this Program may not involve any political activity nor be in support of any religious or anti-religious activity nor be in furtherance of directly or indirectly assisting, promoting, or deterring union organizing.
10. Any personal privacy or confidential information provided by the City to PARTNER ("Data") or accessed as part of the Program shall be held confidential to the extent required by law, and shall only be used for authorized purposes directly related to the Program. To the extent any such Data is provided, PARTNER agrees to comply with the Privacy Provisions set forth in Rider B.
11. The Parties understand that the provision of, access to, disclosure and use of any Data are subject to all applicable federal, state, and local laws and regulations.
12. Except for the express sole purpose of the activities associated with the Program pursuant to this MOU, Partner shall not, nor shall PARTNER permit any third party to sell, transfer, publish, disclose, use or otherwise make any Data or copies thereof, available to any other third parties, and agrees to protect the user IDs and passwords and Data in connection with this MOU from any unauthorized use, reproduction, distribution or publication.
13. PARTNER represents and warrants that, with respect to securing or soliciting this MOU, PARTNER is in compliance with the applicable requirements of the New York State Lobbying Law (Legislative Law §§ 1-a *et seq.*). PARTNER



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makes such representation and warranty to induce the City to enter into this MOU and the City relies upon such representation and warranty in the execution of this MOU.

14. To the fullest extent permitted by Law, PARTNER shall defend, indemnify, and hold harmless the City, including its officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages on account of any injuries or death to any person or damage to any property, and costs and expenses to which the City or its officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any of the operations of PARTNER and/or its subcontractors under this MOU to the extent resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with Law or any of the requirements of this MOU. Insofar as the facts or Law relating to any of the foregoing would preclude the City or its officials or employees from being completely indemnified by PARTNER, the City and its officials and employees shall be partially indemnified by PARTNER to the fullest extent permitted by Law.
15. The parties agree that any and all claims asserted by or against the City arising under or related to this MOU shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York.



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RIDER B
Privacy Protection Rider

(To supplement contracts of any value with the City of New York that are not “covered contracts”⁸⁴ under the Identifying Information Law, but which the City’s Chief Privacy Officer has determined are the types of contracts for services that require additional privacy protection provisions because: (1) the contract involves the collection, use, or disclosure of, or access to “Sensitive Identifying Information”⁸⁵ of members of the public or City employees or officials; or (2) the nature of the Identifying Information and the circumstances of its collection or potential disclosure by Contractor implicate an important privacy risk.)

Purpose.

The Chief Privacy Officer has determined that, in connection with the type of services provided under this MOU, Contractor may collect, use, disclose, access, and retain Sensitive Identifying Information only in accordance with the requirements of this Privacy Protection Rider (“Rider”), other provisions of this MOU, and as otherwise required by law.

A. Definitions.

- i. “Agency” means the City agency or office through which the City has entered into this MOU.
- ii. “Agency Privacy Officer” means the person designated to exercise functions under Admin. Code Sections 23-1201 to -1205 by the Agency through which the City is a party to this MOU.
- iii. “Authorized User,” as it relates to collection, use, disclosure of, or access to Identifying Information under this MOU, means a Contractor whose collection, use, disclosure of, or access to Identifying Information is necessary to carry out the activities and obligations set forth in this MOU, or is required by law.
- iv. “Chief Privacy Officer” means the person designated by the Mayor pursuant to Charter Section 8 subdivision (h) as the City’s Chief Privacy Officer or such person’s designee.

⁸⁴ Laws 245 and 247 of 2017 (codified at New York City Charter (“Charter”) Section 8 subdivision (h) and Sections 23-1201 to -1205 of the Administrative Code of the City of New York (“Admin. Code”), collectively, the “Identifying Information Law”) went into effect on June 15, 2018. Such laws apply to “human services” contracts and subcontracts and other contracts designated by the Chief Privacy Officer that involve the collection, retention, or disclosure of “Identifying Information” in connection with services provided under a City contract or subcontract (“covered contracts”). The Identifying Information Rider (and not the Privacy Protection Rider) applies to covered contracts.

⁸⁵ “Sensitive Identifying Information” means certain types of identifying information which the agency privacy officer or Chief Privacy Officer has determined that alone, or in combination with other information may, based upon their very nature or under specific facts and circumstances, pose a higher risk of harm to an individual or members of an individual’s household, such as but not limited to identity theft, danger to health and safety, severe financial loss, reputational harm, or other harms dependent upon any protected status of an individual, if such information were to be improperly disclosed, whether inadvertently or intentionally, to unauthorized persons.



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- v. "Contractor" for purposes of this Rider, means the entity entering into a contract with the City and includes employees, subcontractors, and agents of Contractor unless the context requires otherwise.
- vi. "Exigent Circumstances" means circumstances when a collection or disclosure of identifying information is urgently necessary, such that procedures that would otherwise be required, such as prior review and approval by the agency privacy officer or Chief Privacy Officer, might cause undue delays.
- vii. "Identifying Information" means any information provided by the City to Contractor or obtained by Contractor in connection with this MOU that may be used on its own or with other information to identify or locate an individual. Identifying Information includes, but is not limited to: name, sexual orientation, gender identity, race, marital or partnership status, status as a victim of domestic violence or sexual assault, status as a crime victim or witness, citizenship or immigration status, eligibility for or receipt of public assistance or city services, all information obtained from an individual's income tax records, information obtained from any surveillance system operated by, for the benefit of, or at the direction of the New York City Police Department, motor vehicle information or license plate number, biometrics such as fingerprints and photographs, languages spoken, religion, nationality, country of origin, place of birth, date of birth, arrest record or criminal conviction, employment status, employer information, current and previous home and work addresses, contact information such as phone number and email address, information concerning social media accounts, date and/or time of release from the custody of the Administration for Children's Services, the Department of Correction, or the New York City Police Department, any scheduled court appearances, any scheduled appointments with the City, the Contractor or its subcontractor that provides human services or other services designated by the Chief Privacy Officer, and any other category of information designated by the Chief Privacy Officer, including but not limited to: an individual's Social Security number, date of birth, Internet Protocol ("IP") address; taxpayer identification number; device identifier, including media access control ("MAC") address or Internet mobile equipment identity ("IMEI"); GPS-based location obtained or derived from a device that can be used to track or locate an individual; social media account information; and any identifier that can identify an electronic device linkable to an individual.
- viii. "Permitted Use" means the use of Identifying Information only as necessary to carry out the activities described in this MOU.
- ix. "Sensitive Identifying Information" means Identifying Information which a City agency privacy officer or the City's Chief Privacy Officer has determined that alone, or in combination with other information may, based upon its very nature or under specific facts and circumstances, poses a higher risk of harm to an individual or members of an individual's household, such as but not limited to identity theft, danger to health and safety, severe financial loss, reputational harm, or other harms dependent upon any protected status of an individual, if such information were to be improperly disclosed, whether inadvertently or intentionally, to unauthorized persons.
- x. "Source Data" means Identifying Information that was initially collected by an agency that



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maintains such information within such agency's recordkeeping system.

B. Scope.

The restrictions on collection, use, disclosure of, and access to Identifying Information apply to information that Contractor has received from the City or has otherwise acquired for purposes of this MOU.



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E. Exigent Circumstances.

In the event Contractor collects or discloses Identifying Information due to Exigent Circumstances, with no other basis for collection or disclosure under subdivisions b or c of Section 23-1202, Contractor shall send the Agency Privacy Officer or other agency counsel information about such collection or request and disclosure, along with an explanation of why such Exigent Circumstances existed, as soon as practicable after such collection or disclosure but not to exceed seventy-two (72) hours. This section shall not require any such notification for collection or disclosure of Identifying Information that: (a) is required by the New York City Police Department in connection with an open criminal investigation; (b) is required by a City agency in connection with an open investigation concerning the welfare of a minor or other individual who is not legally competent; or (c) occurs in the normal course of performing Contractor's obligations under this MOU and is in furtherance of law enforcement or public health or safety powers of the Agency under Exigent Circumstances. If the Agency determines the collection or disclosure was not made under Exigent Circumstances, the collection or disclosure shall be considered an unauthorized collection or disclosure pursuant to Section F below.

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

- i. If an individual's Identifying Information is collected, used, disclosed, or accessed, without authorization in violation of this Rider, Contractor shall promptly notify the Agency Privacy Officer (providing the information required in Section G(iv) below), in no event more than seventy-two (72) hours from the discovery of such unauthorized collection, use, disclosure, or access so that the Agency can investigate the incident.
- ii. If such collection, use, disclosure, or access requires notification to the affected individual(s) pursuant to any law or the policies and protocols promulgated by the Chief Privacy Officer under subdivision 6 of Section 23-1203, at the direction of the Agency Privacy Officer, Contractor shall (a) make reasonable efforts to notify such individual(s) in writing of the Identifying Information disclosed or accessed and to whom it was disclosed or accessed as soon as practicable, or (b) cooperate with the Agency's efforts to notify such individual(s) in writing.
- iii. Contractor shall take all reasonably necessary steps to prevent or mitigate the effects of the unauthorized collection, use, disclosure, or access.
- iv. Contractor's notice to the Agency shall include a description of the nature of the incident resulting in an unauthorized collection, use, or disclosure of, or access to the Identifying Information, the type(s) of Identifying Information that may have been used, disclosed or accessed, the names and/or the affiliations of the parties (if known) who gained access to data without authorization, and a description of the steps taken, if any, to mitigate the effects of such unauthorized collection, use, disclosure, or access, in accordance with all relevant laws and regulations.
- v. Contractor shall fully cooperate with the City's investigation of the incident resulting in an unauthorized collection, use, or disclosure of, or access to the Identifying Information. Cooperation, as requested by the City and/or its designees, shall include but not be limited to:
 - a. Providing information relating to Contractor's security controls, processes, and the relevant incident. This includes making available to the City and/or its designees all relevant reports and records, certifications, documented policies and procedures, self-assessments, independent evaluations and audits, view-only samples of security controls, logs, files, data reporting, incident



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reports or evaluations, remedial measures, verbal interviews with Contractor employees, subcontractors, and other individuals with knowledge of Contractor's security controls, processes and/or the relevant incident, and other materials required for either or both the City and Contractor to comply with applicable law or as otherwise requested by the City and/or its designees;

- b. Providing the name, e-mail address, phone number, and title of a contact with sufficient knowledge and authority who shall respond promptly to City representatives in the event of unauthorized collection, use, or disclosure of, or access to Identifying Information. Contractor shall notify the Agency Privacy Officer in writing if this contact changes;
 - c. Submitting to an evaluation or audit by the City and/or its designees of Contractor's security controls, processes, and the relevant incident;
 - d. Conducting an evaluation or audit of Contractor's security controls, processes, and the relevant incident and providing the results of such evaluation or audit to the City and/or its designees; and
 - e. Obtaining an independent evaluation or audit of Contractor's security controls, processes, and the relevant incident and providing the results of such independent evaluation or audit to the City and/or its designees.
- vi. Section G(i) shall not require any notification that would violate any law or interfere with an investigation or otherwise compromise public safety pursuant to subdivision c of Section 23-1205.

G. Additional Requirements.

- i. In connection with this MOU, collection, use, or disclosure of, or access to Identifying Information is restricted to "Authorized Users" for a "Permitted Use."
- ii. Contractor shall ensure that effective physical, technological, and procedural safeguards are in place to protect the security of Identifying Information, including but not limited to ensuring that its personnel, subcontractors, and agents understand their obligations under this MOU and applicable laws and regulations. Contractor shall protect against any anticipated hazards or threats to the integrity or security of the Identifying Information and any unauthorized access to or disclosure of such information, and shall take reasonable measures to prevent any other action that could result in harm to the City and the individuals whose Identifying Information is held in Contractor's custody.
- iii. Contractor shall comply with the Citywide Cybersecurity Requirements for Vendors and Contractors set forth by the New York City Department of Information Technology and Telecommunications (DoITT) and New York City Cyber Command (NYC3), as they relate to Identifying Information, which are available at <https://nyc.gov/infosec>. Contractors shall comply with such Requirements as they may be modified from time to time.

H. Retention.

Contractor shall retain Identifying Information as required by law or as otherwise necessary in furtherance of this MOU, or as otherwise approved by the Agency Privacy Officer, other agency counsel, or the Chief Privacy Officer.

I. Destruction.

If the Agency instructs Contractor to destroy Identifying Information obtained in connection with this MOU, Contractor shall destroy it within five (5) business days after receiving the instruction, subject to any litigation holds. Contractor shall provide written confirmation to the Agency Privacy Officer that it has destroyed the Identifying Information within thirty (30) days after receiving the instruction. If it is impossible for Contractor to destroy the Identifying Information, Contractor shall promptly explain in writing why it is impossible, and shall, upon receiving the destruction request, immediately stop accessing or using the Identifying Information, and shall maintain such Identifying Information in accordance with this Rider.

J. Reporting and Coordination.

Contractor shall provide the Agency with reports, as requested by the Agency Privacy Officer, other agency counsel, or Chief Privacy Officer, regarding the collection, use, retention, disclosure of, and access to Identifying Information by Contractor, and including any other related information that may be reasonably required by the Agency Privacy Officer or Chief Privacy Officer. Contractor shall comply with directions of the Agency Privacy Officer, other agency counsel, and Chief Privacy Officer concerning reporting and coordination in relation to this MOU.

K. Conflicts with Provisions Governing Records, Audits, Reports, and Investigations.

To the extent allowed by law, the provisions of this Rider shall control if there is a conflict between any of the provisions of this Rider and, as applicable.

L. Subcontracts.

- i. Contractor shall include this Rider in all subcontracts to provide services in connection with this MOU.
- ii. Contractor agrees that it is fully responsible to the Agency for the compliance with this Rider by its subcontractors in connection with this MOU.

M. Disclosures of Identifying Information to Third Parties.

Contractor shall comply with the Citywide Privacy Protection Protocols of the Chief Privacy Officer concerning requirements for a written MOU governing the disclosure of Identifying Information to a third party.

N. Construction.

As between the provisions of this Rider and the provisions elsewhere in this MOU (including any attachment thereto), the more restrictive provision will control. The provisions of this Rider do not replace or supersede any other obligations or requirements of this MOU.