

Amended and Restated
Memorandum of Understanding
between the
NYC Department of Small Business Services
and
Mayor’s Office of Media and Entertainment
for
Media and Entertainment Programs

Effective Date: July 1, 2024

This **Amended and Restated Memorandum of Understanding (“MOU”)** for **Media and Entertainment Programs** effective July 1, 2024 (“Effective Date”), is entered into between the **NYC Department of Small Business Services (“SBS”)**, with offices located at 1 Liberty Plaza, 11th Floor, New York, New York 10006, and the **Mayor’s Office of Media and Entertainment (“MOME”)**, with its principal office located at 1 Centre Street, 26th Floor, New York, New York 10007 (collectively, the “Parties” and each a “Party”).

This Amended and Restated Memorandum of Understanding replaces and supersedes the memorandum of understanding entered into by the Parties on March 17, 2025.

Article 1. Background

- A. MOME’s mission is to support and strengthen New York City’s creative economy and make it accessible to all; and, to advance that mission, MOME provides multiple workforce development and education programs.
- B. SBS’s mission is to help unlock economic potential and create economic security for all New Yorkers by connecting New Yorkers to good jobs, creating stronger businesses, and building thriving neighborhoods across the five boroughs.
- C. From July 1, 2011, to June 30, 2024, MOME and SBS cooperated on education and workforce development programs and small business development

programs pursuant to three memoranda of understanding dated May 24, 2012, May 29, 2013, and July 16, 2019, and their respective amendments.

- D. In order to continue their cooperation on education and workforce development programs, the Parties entered into a memorandum of understanding dated March 17, 2025 with respect to the following initiatives: Made in New York Post-Production Training Program, Made in New York Stagecraft Bootcamp Program, Made in New York Animation Training Program, MediaMKRS Reel Futures, and Game Developers Conference at the AI Summit (collectively the “Programs”).
- E. Subsequently, the Parties determined that it is necessary to modify the memorandum of understanding dated March 17, 2025 to include clarifying language related to the budget in Article 3 and in Exhibit 1, among other minor edits. These changes are contained in this Amended and Restated Memorandum of Understanding.

Article 2. Term; Renewals

- A. The term of this MOU shall commence July 1, 2024, and it shall expire June 30, 2025 (“Term”).
- B. The Parties may mutually agree to renew this MOU for five one-year renewal periods or periods longer than one year for up to a total of five years.

Article 3. Budget

Total Funding for Fiscal Year 2025 (July 1, 2024-June 30, 2025). MOME shall transfer to SBS funds not exceeding \$1,020,000 to be distributed by SBS among the Made in New York Post-Production Training Program, Made in New York Stagecraft Bootcamp Program, and the Game Developers Conference at the AI Summit in accordance with the program allocations in Exhibit 1.

Article 4. Scope of Work

- A. During the Term of the MOU, the Parties will work together to implement the Programs as described in Exhibit 1 (“Program Descriptions”) of this MOU that will support New York City residents in connecting to new or better jobs and advancing on career pathways.
- B. **SBS Responsibilities.** SBS will take lead in the following areas:
 - a. Coordination of the programs;

- b. Management of the programs;
- c. For all of the programs described in Exhibit 1, facilitate data entry into the workforce portal, if applicable;
- d. Regular communication with MOME on progress and results of programs including regular engagement with program partner staff;
- e. Development and implementation of eligibility, assessment, and selection processes for participants of each program, in conjunction with MOME and project partners;
- f. Outreach and recruitment of participants, including individuals and businesses in conjunction with partners and with support from MOME;
- g. Support connection of participants to work-based learning, employment, or referral to alternative training program, in conjunction with partners;
- h. Planning of program events, including but not limited to, recruitment and graduation;
- i. Alignment and integration of programming with other MOME and SBS services;
- j. With respect to the Made in NY Stagecraft Program and the Made in NY Post Production Program, procurement of the service providers.
- k. With respect to the Game Developers Conference at the AI Summit, notify EDC that funds are available through the SBS/EDC Master Contract.

C. MOME Responsibilities. MOME will take lead in the following areas:

- a. Co-lead development and execution of programmatic industry events as needed;
- b. Support sourcing of employer partners and/or participants;
- c. With respect to the Made in NY Animation Training Program, and MediaMKRS, procurement of the service providers.

D. SBS and MOME Joint Responsibilities. SBS and MOME will collaborate on the following areas:

- a. Regular ongoing meetings at least twice a month to discuss the program timeline, activities, outcomes, needs, and related matters;
- b. Program evaluation at conclusion of cohorts or at the end of the fiscal year to review and analyze program outcomes and employer demand; and
- c. Program marketing and promotion in collaboration with respective communications team and program partners. Program marketing activities will include a mutually agreed upon communications strategy and development of promotional materials, such as press releases, print media, digital marketing, and related events with MOME and the Made in New York brand.

E. Personnel.

- a. MOME will assign at least one manager as a point of contact for SBS.
- b. SBS will provide the following staff to oversee the programs:
 - i. One Program Director.
 - ii. One Program Manager.

F. Reporting. SBS will lead reporting activities including:

- a. Provide actual expenses for the Made in NY Stagecraft Program and the Made in NY Post Production Program annually;
- b. Track and analyze participant data as well as progress against learning objectives and individual program outcomes. SBS to provide program updates on a schedule and format agreed upon by both Parties;
- c. Submit a report in a format mutually agreed upon by both Parties to MOME for review and analysis to include training and/or program enrollment, completion and placement rates if applicable, as well as final data and brief narrative with proposed recommendations for future programming within 60 days of the end of individual programs.
- d. The Parties will schedule meetings as needed for programs to be evaluated for renewal, sunseting, and redesign following completion of individual programs. SBS and MOME will set an agenda and facilitate these meetings, including report outs on program milestones, progress, timelines, related

events, new program proposals, and any other items suggested by either Party;

- e. Gather instructor, participant, training provider, and employer feedback via surveys, interviews, site visits, and any other evaluative methods annually;
- f. Communicate or provide information in real-time as reasonably requested by all Parties.

Article 5. Modification

This MOU may be amended only by the written consent of both SBS and MOME.

Article 6. Termination

This MOU may be terminated at will by SBS or MOME upon 30 days' advance written notice to the other Party.

Article 7. Miscellaneous

- A. All notices required by this MOU shall be delivered by email to the other Party. Any documents that need to be provided in original form shall be sent to the other Party at the following addresses:

To MOME:

Mayor's Office of Media and Entertainment
1 Centre Street, 26th Floor
New York, New York 10007
Attn: General Counsel

To SBS:

1 Liberty Plaza, 11th Floor
New York, New York 10006
Attn: NYC Department of Small Business Services – Executive Deputy
Commissioner

- B. This MOU shall be binding upon and for the benefit of the Parties hereto and each of their respective successors and permitted assigns. The provisions of the MOU shall be solely for the benefit of the Parties hereto and no other person or entity shall be a third-party beneficiary hereof.
- C. The services provided under this MOU shall be performed in accordance with

all applicable provisions of Federal, State, and Local Laws.

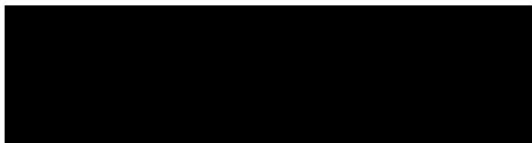
- D. This MOU contains all the terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto, or to vary any of the terms contained herein.
- E. No Party will assign, transfer, convey, subcontract or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party. Such prior written approval will not be unreasonably withheld, delayed, or conditioned. Any such assignment, transfer, conveyance, subcontract, delegation or other disposition without such consent shall be void.
- F. The Parties hereto represent and warrant that the person executing this MOU on behalf of each Party has full power and authority to enter into this MOU and that the Parties are authorized by law to perform the services set forth in the MOU.
- G. This MOU may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

[Remainder of this page left intentionally blank. Signature page to follow.]

In witness whereof, this MOU shall be effective as of the date first written above.

**NYC DEPARTMENT OF SMALL
BUSINESS SERVICES**

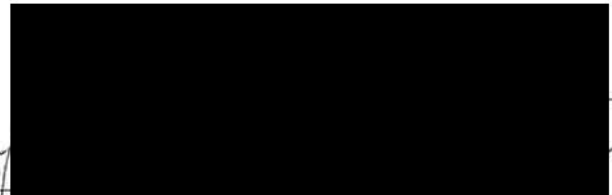
**MAYOR'S OFFICE OF MEDIA AND
ENTERTAINMENT**



Name: Michael Forte

Title: Executive Deputy Commissioner

Date



Name: Lori Barrett-Peterson

Title: Chief Operating Officer

Date

4/23/2025

EXHIBIT 1

PROGRAM DESCRIPTIONS

During the Term of this MOU, MOME and SBS will continue to work together to implement educational and workforce development programs that will help New York City residents connect to new or better jobs and advance on career pathways. The programs are as follows:

I. Workforce Development Programs

A. Made in New York Post-Production Training Program

- a. **Program Description:** The Made in NY Post-Production Training Program is a free skills-based training program designed by SBS, MOME, and Brooklyn Workforce Innovations (“BWI”) and implemented by BWI to train underserved and underemployed New Yorkers for entry-level positions in animation, editing, motion graphics and visual effects in New York City’s post-production industry. Participants will receive free industry-informed classroom-based training on the post-production environment and hands-on skills training in five (5) commonly used software applications for picture and video editing. Following completion of the classroom-based training, participants will be assisted with finding placements with local media and entertainment businesses that work on film, television, commercial and music video productions.
- b. **Program Budget:** The budget for three (3) cohorts of the training program shall be contracted for \$600,000. SBS shall directly pay the funds to BWI pursuant to an agreement between SBS and BWI.
- c. **Program Structure:**
 1. **Participants:** The program will support up to three cohorts of no more than twenty participants each. Participants must meet the following eligibility criteria:
 - i. Be a New York City resident;
 - ii. Be at least 18 years of age at the time of training program enrollment;
 - iii. Be authorized to work in the United States;
 - iv. Achieved a high school diploma or equivalency; and
 - v. Demonstrate that one or more of the below are true:

- Graduated from the Made in New York Production Assistant Training Program;
 - Successfully worked in the industry as a production assistant for at least six (6) months in total; and/or
 - Have comparable and relevant experience as determined by program partners on a case-by-case basis.
2. **Classroom-Based Training:** The classroom-based component of the training program will be approximately 200 hours of full-time training as follows:
- i. **Introduction to Post-Production (80 hours):** The Introduction to Post-Production component of the classroom-based training will provide a detailed summary of the post production industry. Modules for the Introduction to Post- Production will include a Post-Production Industry Overview, Working in Post-Production, Post-Production Workflow, Translating Skills and Professional Development.
 - ii. **Technical Training (120 hours):** The technical training in editing for software program agreed to by the Parties, in consultation with the service provider.
 - iii. **Media and Entertainment Curricula for Project-based Workers** as agreed to by the Parties, in consultation with the service provider.
3. **Work-Based Learning:** As part of this program, participants will engage in customized training that supports work-based learning as entry-level post-production assistants and/or coordinators. The work-based learning component of the training program will be up to 280 hours of full-time training.
4. **Deliverables:** During the technical training in editing, participants will be provided with instruction and resources to save their work from computer lab exercises to develop a sample portfolio for potential employers. Participants must also complete an assessment for each software program at the end of technical training in editing demonstrating adequate learning acquisition as defined by a qualified instructor(s).

d. Outcomes:

1. Training completion rate (i.e., number of Participants who complete the Training Program divided by the number of Participants enrolled in the Training Program) will be at least eighty-five (85) percent. Training Completion is defined as:
 - i. Completing no less than ninety (90) percent of training hours in Introduction to Post-Production and technical training in editing, respectively (not inclusive of work-based learning);
 - ii. Receiving a passing or satisfactory grade in the classroom-based training assessments, as defined by a qualified instructor(s);
 - iii. Completing a work-based learning placement or comparable employment placement at a company in media and entertainment as a post-production assistant, coordinator and/or a related position; and
 - iv. Joining an alumni support network organized to encourage sharing of experiences and new job opportunities in the industry.
2. Employment outcomes will be tracked for up to six (6) months following training program completion for participants that have attained entry-level post-production assistants/coordinators and/or related positions in the media and entertainment industry. Employment outcomes will be tracked for the following:
 - i. Participants who have converted to full-time hires after work-based learning completion, either on staff or project-based, with their work-based learning employer at a minimum of fifteen (\$16) per hour for approximately thirty (30) hours per week; or
 - ii. Participants who are employed in post-production or a related position in the media and entertainment industry beyond their work-based learning employer at fifteen (\$16) per hour for approximately thirty (30) hours per week.

B. Made in New York Stagecraft Bootcamp (as part of the Theatrical Workforce Development Program)

- a. **Program Description:** The Theatrical Workforce Development Program is a three- year program designed by the Roundabout Theatre Company (RTC), supported by SBS and MOME, that trains young adult New Yorkers ages 18 - 24 to work as stagehands and technicians with New York City-based theater companies and/or to pursue further education in the field. The program also seeks to create a more diverse, inclusive, and sustainable career pathway for a new generation of stagehands and technicians in the theater industry. Participants will take part in a six-week Made in New York Stagecraft Boot Camp, which includes an introduction to the theater industry, key occupational skills, certifications with ongoing supportive services, a ten-month technical training and union mentorship and two years of work experience with theater companies in technical theater jobs.
- b. **Program Budget:** The budget for one (1) cohort of the training program shall be contracted for \$400,000. SBS shall directly pay the funds to RTC pursuant to an agreement between SBS and RTC.
- c. **Program Structure:**
 1. **Participants:** The program will support two cohorts of 20 participants each. Participants must meet the following eligibility criteria:
 - i. Be a New York City resident;
 - ii. Be at least 18 years of age;
 - iii. Be authorized to work in the United States; and
 - iv. Meet any other eligibility and qualification criteria defined by program partners.
 2. **Schedule:** The program includes a six-week Made in New York Stagecraft Boot Camp followed by an additional 10 months of technical training.
 4. **Training:**
 - i. The Made in New York Stagecraft Boot Camp technical curriculum will include backstage safety, communication skills, an introduction and review of the production process and theater positions in scenic,

lighting, audio, projection, wardrobe, personal finance management, freelance navigation and shadowing stage technicians.

5. Deliverables:

- i. During the three-year program period, participants will be provided with the opportunity to obtain the following training and/or certifications, which are included in and required for the successful completion of the program:
 - Occupational Safety and Health Administration (OSHA) 10 training;
 - Cardiopulmonary Resuscitation (CPR), First Aid and Fire Guard certifications; and
 - Roundabout Theater Company program completion certification.
- ii. During the contract term, the Roundabout Theatre Company is also committed to partnering with SBS to produce or support the following deliverables:
 - Support MOME and SBS labor demand mapping efforts by providing guidance during development of survey questions and dissemination of the survey at non-profit theater partners;
 - Career pathway mapping, to include non-union employment opportunities for participants as stagehands and technicians as well as post-secondary education options; and
 - Update a previously developed Post Program Services and Support Plan for participant reengagement and retention strategy throughout the three (3) year training.

d. Outcomes:

1. Training Completion:

- i. Made in NY Stagecraft Boot Camp: For each cohort, desired training completion rate (defined as the number of Participants who complete the boot camp divided by the number of Participants who enrolled in the boot camp) will be at least 90%. Training Completion is further defined as being punctual and attending at least 90% of course hours.

ii. **Theatrical Workforce Development Program:** For each cohort, desired training completion rate (defined as the number of participants who complete the Training Program divided by the number of participants who enrolled in the Training Program) will be at least 80%. Training Completion is further defined as:

- Being punctual and attending at least 90% of course hours;
- Preparing for and receiving the Occupational Safety and Health Administration (OSHA) 10, cardiopulmonary resuscitation (CPR), First Aid, and Fire Guard certifications;
- Receiving a certificate of program completion from the Roundabout Theatre Company (RTC), which demonstrates successful completion of all assigned work and adequate learning acquisition as determined by program assessments during the full Training Program; and
- Maintaining an up-to-date professional resume throughout the three-year program.

2. **Post-Program Outcomes:** Post-program outcomes for two years after the conclusion of the second year of employment will be documented for related post-secondary theater education enrollment, ongoing and related stagehand or technician employment and/or union enrollment.

C. **Made in New York Animation Training Program**

a. **Program Description:** The Made in NY Animation Training Program, administered by The Animation Project (TAP) and supported by CUNY Graduate Center and MOME, provides New York City residents, ages 18-24 who are underserved, underemployed or unemployed with hands-on in-person animation training, therapeutic support and career readiness skill development focused on portfolio-building and job placement for 4 cohorts of 12 trainees per year. In consultation with animation industry employers, educators, and unions, TAP will award digital badges in technical animation and game design, as well as workforce readiness skills to reflect participants' skills and qualifications that conforms to international standards.

- b. **Program Budget:** MOME shall directly pay the funds for this program to CUNY Graduate Center or CUNY's designee pursuant to an agreement between MOME and CUNY Graduate Center.
- c. **Program Structure:**
1. **Participants:** The program will support four cohorts of 12 participants each. Participants must meet the following eligibility criteria:
 - i. Be a New York City resident;
 - ii. Be at least 18 years of age;
 - iii. Be authorized to work in the United States; and
 - iv. Meet any other eligibility and qualification criteria defined by program partners.
 2. **Schedule:** The program includes 2 days/week for 9 weeks (54 hours total) of hands-on training.
 3. **Recruitment:**
 - i. TAP will recruit from its database of over 3,000 interested TAP educational program alumni, many of whom are currently or formerly justice-involved and/or reside in NYC's most under-resourced neighborhoods.
 4. **Training:**
 - i. The Made in New York Animation Training Program technical curriculum will include Adobe Creative Suite software.
 5. **Deliverables:**
 - i. During the 9-week program period, participants will be provided with the opportunity to obtain the following training and/or certifications, which are included in and required for the successful completion of the program:
 - Certificate of completion;
 - Eligibility to earn Adobe software certification;

- Eligibility to earn employer-recognized digital badges in technical and workforce readiness skills;
- Portfolio-ready project;

d. **Outcomes:**

1. **Training Completion:**

- For each cohort, desired training completion rate (defined as the number of participants who complete the Training Program divided by the number of participants who enrolled in the Training Program) will be at least 80%. Training Completion is further defined as:
- Being punctual and attending at least 90% of course hours;
- Receiving a certificate of program completion from The Animation Project (TAP), which demonstrates successful completion of all assigned work and adequate learning acquisition as determined by program assessments during the full Training Program; and
- Maintaining an up-to-date professional resume and creative work portfolio throughout the program.

2. **Post-Program Outcomes:** Post-program outcomes for at least two years after the conclusion of the training will be documented for related enrollment in post-secondary education in animation-related field, paid internships in the animation field, TAP Studio apprenticeships, part-time employment, full-time employment, professional mentorship, additional training in animation-related field and/or union enrollment.

D. **MediaMKRS Reel Futures**

- e. **Program Description:** Reel Futures Media Interns engage in sequential-paid internships and complete 36 hours of work readiness training. The Interns earn MediaMKRS Badges, digital credentials which display employability skills that are industry-backed and align with national work readiness competencies.

f. **Program Budget:** MOME shall directly pay the funds for this program to Brooklyn College or CUNY's designee pursuant to an agreement between MOME and Brooklyn College.

g. **Program Structure:**

1. **Participants:** The program will support two cohorts of 36 participants each. Participants must meet the following eligibility criteria:

- i. Be a New York City resident;
- ii. Be at least 18 years of age;
- iii. Be authorized to work in the United States;
- iv. Be either a CUNY student who is currently enrolled in an undergraduate credit-bearing program or alumni of Reel Works; and

2. **Schedule:** The program provides media and entertainment career readiness training to participants that includes mentoring by industry professionals.

3. **Training:** MediaMKRS participants receive Work Readiness Training to provide them with important soft skills needed in professional environments.

4. **Internships:**

- i. Internships are flexibly structured to meet the employer schedule and are expected to be 120 hours at each of the three levels of the program.

h. **Outcomes:**

1. **Training Completion:**

- i. For each cohort, desired training completion rate (defined as the number of participants who complete the Training Program divided by the number of participants who enrolled in the Training Program) will be at least 80%. Training Completion is further defined as:
 - Being punctual and attending at least 90% of course hours;
 - Interns earn three levels of MediaMKRS Badges, digital credentials which display employability skills that are industry-backed and align with national work readiness competencies, at the completion of the classroom training and the work experiences.

- Receiving a certificate of program completion from MediaMKRS, which demonstrates successful completion of all assigned work and adequate learning as determined by program assessments during the full Training Program; and
 - Maintaining an up-to-date professional resume throughout the three-year program.
2. **Post-Program Reporting:** Post-program outcomes for at least one year after the conclusion of the third internship will be documented for MediaMKRS Reel Futures enrollment.
- i. Within 45 calendar days following the end of each contract year, Brooklyn College & Reel Works shall provide an annual report that states:
 1. The total number of Participants served in schools, with a breakdown by age, school, gender, ethnicity, borough of residence, community board district, council district, assembly district, and senate district.
 2. The total number of Participants who completed internships, with a breakdown by age, school, gender, ethnicity, borough of residence, community board district, council district, assembly district, and senate district.
 3. The total number of Participants offered paying jobs in the media and entertainment industry within one year of completion of a training or educational program provided as part of the Services, with a breakdown by age, gender, ethnicity, school, type of industry, employer, and related information.
 4. A list of classes delivered as part of the Services, indicating where they were taught, and the number of students in each class.
 5. A list of companies using badges in hiring process and a list of companies providing internships.
 6. A list of advisory board members and their affiliations.
 7. A list of unions providing consultation in respect to the Services.

8. A list of badges, including descriptions of the skills and qualifications necessary to earn a badge, and the number and demographics of students receiving them.
9. A narrative report describing program accomplishments, assessing the program's strength and weaknesses, suggesting steps to further develop the program, and providing case studies of roughly 6 to 10 students.

E. Game Developers Conference at the AI Summit

- a. **Program Description:** The Game Developers Conference at the AI Summit is produced by Informa to gather top executives and investors with technology specialists and data scientists from across the globe to network, learn and showcase ground-breaking technology for Artificial Intelligence ("AI").
- b. **Program Budget:** SBS shall provide the City of New York's Economic Development Cooperation ("EDC") with \$20,000 to provide to Informa for the conference.
- c. **Program Structure:** The program shall be held from December 11, 2024 to December 12, 2024, taking place at The Javits Center (429 11th Avenue, New York, NY 10001).
- d. **Participants:** MOME shall use a promo code provided by Informa to distribute to two hundred (200) New York City based independent developments to attend the conference.

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