

MEMORANDUM OF UNDERSTANDING

AMONG AND BETWEEN

THE NEW YORK CITY DEPARTMENT OF INFORMATION TECHNOLOGY  
& TELECOMMUNICATIONS

THE NEW YORK CITY MAYOR'S OFFICE OF OPERATIONS

AND

THE NEW YORK CITY DEPARTMENT OF RECORDS AND INFORMATION SERVICES

This Memorandum of Understanding ("MOU") dated 10/6, 2018 ("Effective Date") is made among and between: (1) the New York City Department of Information Technology and Telecommunications ("DoITT"), having its primary office at 2 MetroTech Center 5th Floor, Brooklyn NY 11201, (2) the Mayor's Office of Operations, through its Office of Data Analytics ("Mayor's Office of Data Analytics" or "MODA"), located at 100 Gold Street, 2nd Floor, New York, NY 10038, and (3) the New York City Department of Records and Information Services ("DORIS"), located at 31 Chambers Street, New York, NY 10007, (each a "Party" and collectively, the "Parties").

**WHEREAS**, MODA is an office within the Mayor's Office of Operations which, among its core functions, includes implementation of the City's Open Data Law, codified as §§23-501 through 23-509 of the New York City Administrative Code ("**Open Data Law**");

**WHEREAS**, DoITT—which develops, manages, and improves information technology infrastructure service delivery for the City of New York, its clients, businesses and residents—created and technically maintains the New York City Open Data Portal ("**Open Data Portal**"), described in §23-502 of the New York City Administrative Code ("**Administrative Code**"); and

**WHEREAS**, MODA and DoITT collaborate to make Public Data Sets, as defined in §23-501(g) of the Administrative Code, accessible on the Open Data Portal to promote accountability and transparency; and

**WHEREAS**, DORIS, among its core functions, is responsible for preserving and providing access to the historical and contemporary records of New York City government by digitizing the City's historical records and creating an online repository via the Municipal Library; and

**WHEREAS**, Local Law 106 of 2016 amended the Open Data Law in relation to the retention of data on the Open Data Portal, requiring DoITT to preserve row data that is subject to permanent removal or replacement, and create and preserve archival copies, or an archival compilation dataset, of public datasets in accordance with the Technical Standards Manual published pursuant to §23-505 of the Administrative Code.

**WHEREAS**, DoITT, MODA and DORIS wish to collaborate in publishing and maintaining on the Open Data Portal certain data that City agencies are mandated to publish online pursuant to relevant sections of the Administrative Code;

**WHEREAS**, DoITT, MODA and DORIS wish to further collaborate in removing public data sets from the Open Data Portal that are subject to permanent removal or placement, pursuant to Local Law 106 of 2015 and the Technical Standards Manual §4.4.3, on or after July 1, 2017 ("Removed Datasets"), and in publishing and archiving of such data sets in the Municipal Library.

NOW THEREFORE, the Parties hereby agree to the following:

**I. TERM; MODIFICATION; TERMINATION.**

A. This MOU shall commence as of the Effective Date and shall remain in effect for three (3) years thereafter (“Term”), with an option to renew upon prior written agreement of the Parties.

B. This MOU may only be modified by a written amendment signed by the Parties.

C. This MOU may be terminated by any Party upon thirty (30) days prior written notice to the other Parties. In the event this MOU is terminated pursuant to this Section, each Party shall make reasonable efforts to finalize any pending obligations or tasks pursuant to terms of the MOU.

**II. ROLES AND RESPONSIBILITIES.**

A. DoITT AND MODA RESPONSIBILITIES. DoITT and MODA shall collaborate to:

- 1) Advise all City agencies of the mandates in the Open Data Law, including but not limited to the responsibility for a City agency to publish Public Data Sets on the Open Data Portal, and the responsibility of a City agency to publish and maintain on the Open Data Portal data that is published and maintained on other City websites by such agency.
- 2) Advise City agencies that certain mandatory data reporting and publication requirements pursuant to relevant sections of the Administrative Code may be fulfilled by publishing and maintaining the relevant data on the Open Data Portal, provided data shall be published on the Open Data Portal solely when permitted by applicable law or regulation, or when the relevant reporting requirement specifies that data may be published on a City website but does not set forth a specific location or agency website in which the data must be posted.
- 3) Maintain a list of Removed Datasets, and publish such list as a data set on the Open Data Portal.
- 4) Provide DORIS with a copy of each of the Removed Datasets and all accompanying metadata, provided such responsibility shall only apply to data sets in machine-readable form, not narrative reports and other documents eligible for the Municipal Library.
- 5) Create and maintain guidelines on the removal of Removed Datasets in the Technical Standards Manual, designed to help City agencies and the public, concerning the removal of data sets from the Open Data Portal.

B. DORIS RESPONSIBILITIES. DORIS shall:

- 1) Review each Removed Dataset and accompanying metadata transmitted by DoITT to DORIS following its removal from the Open Data Portal.
- 2) Publish in the Municipal Library all Removed Datasets and their accompanying metadata that, in the sole judgment of DORIS, are suitable for the Municipal Library.

**III. ENTIRE AGREEMENT; EXECUTION; NOTICE.**

A. This MOU constitutes the entire agreement among and between the Parties relating to the subject matter of this MOU, and supersedes all prior oral or written agreements or policies relating thereto.

B. This MOU may be executed in counterparts.

C. All notices and requests to be given pursuant the terms of this MOU shall be in writing and directed to the following representatives for the Parties, or other such representative as they may designate to each other in writing:

**As to DoITT**

Dominic Mauro, Open Data Coordinator  
NYC Department of Information Technology and Telecommunications  
2 MetroTech Center  
P-1 Level Mailroom  
Brooklyn NY 11201  
[dmauro@doitt.nyc.gov](mailto:dmauro@doitt.nyc.gov)

With copy to: Albert Webber, Director of Open Data, [awebber@doitt.nyc.gov](mailto:awebber@doitt.nyc.gov)

**As to DORIS**

Commissioner Pauline Toole  
NYC Department of Records and Information Services  
31 Chambers Street  
New York, NY 10007  
[ptolee@records.nyc.gov](mailto:ptolee@records.nyc.gov)

With copy to: Lisa Velasquez, Agency Attorney [lvelasquez@records.nyc.gov](mailto:lvelasquez@records.nyc.gov)

**As to MODA**

Adrienne Schmoeker  
Director, Civic Engagement & Strategy  
Mayor's Office of Data Analytics  
100 Gold Street, 2nd Floor, New York, NY 10038  
[aschmoeker@analytics.nyc.gov](mailto:aschmoeker@analytics.nyc.gov)

With copy to: Laura Negrón, Chief Privacy Officer and General Counsel,  
[lnegron@cityhall.nyc.gov](mailto:lnegron@cityhall.nyc.gov)

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IN WITNESS WHEREOF, the Parties, by their duly authorized signatories, have executed this MOU as of the Effective Date.

**NYC Department of Information Technology and Telecommunications**

By: 

Name: Pauline Ann Teo

Date: 10-1-2018

**NYC Department of Records and Information Services**

By: 

Name: ANNETTE HEINTZ

Date: 10/17/18

**NYC Mayor's Office of Operations - Office of Data and Analytics**

By: 

Name: LAURA WEERON, General Counsel for operations

Date: 10/18/18