FIRST RENEWAL AND AMENDMENT OF THE INTERAGENCY AGREEMENT

between

THE NEW YORK CITY
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

and

THE CITY UNIVERSITY OF NEW YORK

for

IMPLEMENTATION of the OFFICE OF NEIGHBORHOOD SAFETY YOUTH LEADERSHIP COUNCIL

DYCD INTERNAL CONTRACT ID: [810032A]

THIS RENEWAL AND AMENDMENT AGREEMENT, effective July 1, 2024, is between The City of New York ("City") acting by and through its Department of Youth and Community Development ("DYCD"), having an office located at 2 Lafayette Street, New York, New York 10007 and The City University of New York ("CUNY"), acting on behalf of the School of Professional Studies (the "College"), having an office located at 119 West 31st Street, New York, New York, 10001. DYCD and CUNY are referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, in 2020, the Mayor's Office of Criminal Justice ("MOCJ") co-created and co-facilitated the Mayor's Action Plan for Neighborhood Safety ("MAP") Youth Leadership Council, which sought to promote individual and collective capacity building opportunities for young people in MAP communities who participate in a long-term process to plan and implement youth-led change; and

WHEREAS, an agreement between DYCD and MOCJ was signed on February 2, 2023 and made pursuant to New York City Charter Section 1121 and that agreement calls for the timely assumption by DYCD of the administration and procurement functions of certain MOCJ programs, including but not limited to those related to MOCJ's Office of Neighborhood Services ("ONS") and MAP Services; and

WHEREAS, in furtherance of the goal of developing a Neighborhood Safety Youth Leadership Counsel the parties entered into an agreement for the period July 1, 2023 to June 30, 2024 (the "Agreement"); and

WHEREAS, the Agreement is also referred to as DYCD Internal Contract ID 810032A; and

WHEREAS, pursuant to Article 1, section A of the Agreement, the parties may mutually renew the Agreement for four (4)- (1) one-year terms; and

WHEREAS, DYCD and CUNY wish to renew the Agreement for a period of one (1) year for a new term, the First Renewal, from July 1, 2024 through June 30, 2025 (the "First Renewal Term"), pursuant to which CUNY will continue to provide the ONS Youth Leadership Council and Associated deliverables as set forth in the attached Appendix A: First Renewal Term Scope of Work and Budget).

NOW THEREFORE, the above-named parties agree to be bound as follows:

1) All terms capitalized and not defined herein shall have the meaning ascribed thereto in the Agreement.

2) Article I, Term, is hereby amended to renew the Agreement by adding at the end thereof, the following Subsection, C, and sentence:

   "C. The First Renewal Term shall be from July 1, 2024 through June 30, 2025. References to the Term throughout the Agreement shall include the First Renewal Term unless the context requires otherwise."

3) Article III – Compensation, Article 3, Section A is hereby amended to read as follows:

   "A. DYCD shall transfer to CUNY, subject to and in accordance with the procedures and restrictions set forth in this Agreement, an aggregate amount not to exceed One Hundred and Twenty Thousand ($120,000.00) Dollars for all services performed during the First Renewal Term, as set forth in Appendix A (First Renewal Term Scope of Work and Budget) which is attached hereto and incorporated herein."

4) The Agreement is hereby amended to add the attached Co-Branding and Social Media Scope of Work Supplement ("Marks Supplement") which is attached hereto and incorporated herein. For purposes of the Marks Supplement, the term "Contractor" refers to CUNY.

5) Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

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

THE CITY UNIVERSITY OF NEW YORK	THE CITY OF NEW YORK DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT
BY: _____	BY: Adele Bartlett
Derek Davis, General Counsel Its Duly Authorized Officer	Adele Bartlett General Counsel
Dec 30, 2024 Date	December 6, 2024 Date

Approved as to Form
Eric Chow
Office of the General Counsel
The City University of New York
Date: 12/17/24

APPENDIX A

First Renewal Term Scope of Work and Budget (July 1, 2024 through June 30, 2025)

Office of Neighborhood Safety and

CUNY Youth Studies Intergenerational Change Initiative

Youth Leadership Council

Section 1 – Background

As the nationwide demand grows for a frank conversation about public safety and how municipalities invest in communities, the City of New York continues its proven track record in innovating solutions that foster and maintain safety without solely relying on enforcement.

Essential to such an approach is ensuring that residents have a fuller, more robust resource that keeps New Yorkers at the helm of democratizing public safety while removing systemic barriers that many residents have and continue to face.

The Office of Neighborhood Safety ("ONS") wants young people's expertise about their lived experience as well as their hopes, desires and needs to be at the center of any forthcoming policy and community-youth development strategy designed by the Mayor's Action Plan for Neighborhood Safety ("MAP"), Office for the Prevention of Gun Violence ("OPGV"), and Atlas. Commencing in January 2022 and building upon the successes of the inaugural 2021 MAP Youth Leadership Council, CUNY School of Professional Studies' Youth Studies Intergenerational Change Initiative will work with the Office of Neighborhood Safety to plan and implement the ONS Youth Leadership Council ("YLC" or "The Council"). CUNY School of Professional Studies (SPS) will facilitate implementation of the Youth Studies Intergenerational Change Initiative ("ICI"). The YLC intentionally makes space for youth expertise and experience to shape policy and program change.

CUNY SPS's ICI has deep expertise in participatory action research and youth-led civic engagement and uses a critical, participatory action research design. ICI will support the Council and help gather youth generated data and desires about policy and program. The Council will work alongside youth and adult researchers from CUNY, along with facilitators from ONS, to identify their own priorities within safety and well-being, will host a participatory budgeting Youth Summit, and implement a winning proposal with the support of the Office of Neighborhood Safety that will help to re-imagine safety and well-being.

Section 2 – Program Services Provided

ICI will work with the Office of Neighborhood Safety to design and implement the ONS Youth Leadership Council ("Council"). The Council will inform local action and policy level changes. The Council will serve as a platform for youth-led advocacy, bringing the voice of young people in MAP communities directly to City policy and program design and implementation. The Council will support young participants in identifying priority issues that affect their safety and well-being and create a forum to address these priorities.

The Council's activities will be facilitated by one CUNY Youth Coordinator. CUNY SPS Intergenerational Change Initiative will help recruit the Youth Leadership Council, a group of 60-70 young people between 16-22 years old, from NYCHA MAP developments. The Council will work directly with ONS, its agency partners, and NStat Stakeholder Teams to help lead local and citywide safety improvements. The Council will prioritize safety and well-being issues that are most relevant to their experience, present recommendations to City and community-based partners and pursue solutions in close collaboration with the Office of Neighborhood Safety.

CUNY will engage the Council in assessing their priorities based on existing data and community input through a participatory action research design, help expand its reach to encompass more youth across ONS communities through a youth driven participatory research and budgeting process, which will include a Youth Summit (either to launch the process or celebrate its culmination depending on the interests of the YLC members, and ultimately, inform local and citywide policy and priorities.

CUNY will also support the efforts to involve ONS Council Members in policy change work in NYC via membership in the NYC Youth Agenda Coalition as well as within ONS/DYCD. Given that the ONS Youth Council is now seen to be a model in NYC and uses participatory budgeting, participatory action research in addition to many other unique approaches, CUNY will help ONS document promising practices and share it with the field this year. The ONS council and advisors will determine a product(s) that shares the lessons learned, promising practices, and challenges with a broader audience(s).

The Program is divided into two main program service areas and program deliverables are further expanded upon in the sections below.

Program Services Part I

(July 1- December 31)

A. Participatory Budgeting Process Culmination [July through August]

ICI will work with MAP staff, the Center for Justice Innovation ("CJI") and the Youth Leadership Council to conduct participatory action research to broaden and diversify youth participation in the participatory budgeting process conducted annually. ICI will take lead in supporting alumni to facilitate with current YLC members. In addition, ICI will facilitate creation of a Youth Summit.

The Youth Summit ("Summit"), will help move this Program from research to action and funding allocation and will either launch or culminate the participatory budgeting process depending on the interests of the Council. The ICI research facilitators from CUNY will help ensure broad and diverse participation of young people from NYCHA developments in the PB process.

The Summit will engage youth in the ONS communities more broadly through a hybrid approach (virtual and in-person), include interested leadership from the Office of Neighborhood Safety/City and its partners. Council members will plan and host the summit where they will share the research conducted throughout the Council, highlight proposals to respond to the priority safety and well-being issues, and solicit more input from young people across ONS communities who will vote on future investment(s).

B. Planning and Implementation of Recommendations from Participatory Budgeting Process [August through September]

The results of the participatory budgeting process will include selecting one winning project that will receive an investment for completion (allocated by ONS), along with other policy and programmatic recommendations designed and endorsed by the ONS YLC and youth from ONS community. In close collaboration with ONS, CUNY SPS ICI will support The Council to translate these recommendations into tangible actions, which may include policy solutions, physical space interventions, art installations, and/or programs to take place in ONS communities.

C. Concluding ONS YLC Curriculum and Reinforcing Policy Change Recommendations [September through December]

Between September 1 and December 31, CUNY will create a forum and facilitate meetings for YLC to reflect on the YLC experience and create clear next steps detailing how CUNY and MOCJ-ONS will pursue the policy and program change recommendations made by the YLC cohort. During this time, the group will focus on developing "products" that speak to various audiences at the city and local level. CUNY will support YLC in developing and presenting to the MAP NSTAT stakeholder team meeting and figure out which issues are rising across sites that will inform policy level recommendations semi-annually (from March through October). Youth will be invited to make policy and practical recommendations to inform future work using youth-informed data, building on the previous years' Youth Leadership Council Action Agenda which documented recommendations focused on safety and justice, physical space, economic stability, and health and well-being. The ICI team will work with ONS and CJI to document and publicize the Council's recommendations and tangible actions taken during the Council.

Publicizing ONS's use of youth wisdom to inform their work will hopefully encourage more young people to weigh in and take action each consecutive cycle.

Program Services Part II

(January 1– June 30)

D. Curriculum Design and YLC Recruitment [January through February]

Commencing in January, CUNY SPS ICI members will work with ONS MAP staff and the Center for Justice Innovation to recruit Youth Council members and plan and design a rich, nine-month curriculum for the Council. ICI will participate in Council planning meetings, which will take place weekly for 2.5 hours until the backbone of the Council is formed beginning in late February or early March. Once the Council is formed (fully recruited), Youth Leadership Council meetings will take place for at least 1.5 hours weekly. These weekly sessions are the spaces in which the curriculum is implemented. In addition, there will be weekly one-on-one meetings directly with the young people to foster mentorship relationships between the facilitators and Council members and to create a safe space for Council members to share their questions or concerns. This planning phase will build the backbone of the curriculum and identify priorities; however, the curriculum also deliberately includes space for YLC alumni and current members to collaborate and design the program in response to their priorities.

An ICI facilitator, the Project Associate, will lead in developing research intensives that build upon both extant data collection strategies while providing space for the Youth Council to innovate. For example, together ICI youth and adults will design a data deep dive to share priorities from Action Agenda in partnership with alumni from the Youth Council from the year before, as well as the Youth Ask Youth Census data that relates to those priority areas in partnership with young people from the Intergenerational Change Initiative that will be taking on the role of youth peer research navigators[1].

E. Implementing Research Modules and Facilitating ONS YLC [March through June]

The youth generated priorities will feed directly into the work of ONS through the development of specific stakeholder teams who will make program and policy recommendations. During this period, the ICI Facilitator will also continue their one-on-one check-ins with specific members of the Youth Council on a weekly basis.

The Council will decide on key methods of data collection to inform their safety and well-being priorities; ICI will be responsive to the Council's interests in terms of data collection methods; The ICI team will also introduce them to the NYC Future Mapping project to map assets and potential in their neighborhoods. The ICI Facilitator will train members in various research methods so that this team can have a variety of research and data collection options as they collect data in April and May. Regardless of the data collection methodology the group chooses, members of the Youth Council will be involved in all phases of the research process from the research design, to data collection, analysis and lastly, developing the call to action resulting from their findings.

In order to maximize youth participation and expertise, ICI will incentivize participation in its research project by other youth across the ONS communities. This is another way of disseminating research funds back into the community. Throughout the curriculum, ICI and ONS teams will support youth as they identify their priorities and put their solutions into action through program and policy changes within the ONS partnerships and infrastructure.

F. Launch Participatory Budgeting Process [June]

One unique feature of this Office of Neighborhood Safety/CUNY collaboration is that in addition to developing research about young people's perceptions of neighborhood safety and well-being, there are also funds allocated for direct action in the community. Between April and June, youth-generated research will inform a participatory budgeting process to fund actions that will address youth-informed concerns and suggestions. By June, ICI will work in collaboration with ONS to create research informed proposals that can be voted on in phase two of this project.

G, Documenting Promising Practices

As mentioned, CUNY will partner with ONS to document lessons learned over the past few years of implementing the ONS Youth Council to share with the field. This documentation will happen over the course of the year, but writing will happen between January and April.

Section 3 – Timetable of Program Service Deliverables

The timetable below lays out specific deliverables CUNY will implement between July 1, 2024 and June 30, 2025.

Timetable of Deliverables

July through September

- During this period, CUNY will plan and implement recommendations from participatory budget process
- ICI facilitators work with ONS and CJI to conclude participatory budget process and work with ONS and CJI to identify concrete and actionable recommendations from the participatory budget process.
- ICI facilitators continue to facilitate ONS YLC curriculum and conduct one-on-one check-ins with members of The Council.
- ICI facilitators continue to iterate on the ONS YLC curriculum and plan activities with the ONS and CJI staff developing the ONS YLC.

September through December

- CUNY will facilitate The Youth Summit.
- ICI facilitators work with ONS and CJI to support ONS YLC in implementing the recommendations generated by the participatory budgeting process, including, but not limited to winning project(s) that will receive funding.
- ICI facilitators work with MOCJ ONS to conclude the ONS YLC cohort.
- ICI facilitators work with MOCJ ONS to produce tangible actions based on the ONS YLC recommendations (policy changes, program ideas, etc.).

- ICI facilitators work with MOCJ ONS and Center for Court Innovation to hold a graduation ceremony for the ONS YLC.
- ICI facilitators continue to facilitate ONS YLC curriculum and conduct one-on-one check ins.
- ICI facilitators continue to iterate on the ONS YLC curriculum and plan activities with the ONS and CJI staff developing the ONS YLC.

January through February

- During this time, CUNY will focus on Curriculum Design and YLC Recruitment
- Form the Youth Leadership Council, a group of 60-70 young people between 16-22 years old from NYCHA MAP developments.
- ICI members begin work with ONS MAP staff and the Center for Justice Innovation ("CJI") to design a rich, nine-month curriculum for the Youth Council.
- Facilitate planning meetings, which will be held weekly for 2.5 hours until the start of the program in late February/ early March and thereafter meetings will take place for 1.5 hours weekly in addition to meeting directly with the young people.
- ICI to support ongoing recruitment of ONS YLC cohort from ONS communities.

March through June

- During this period, CUNY will develop and implement research modules and facilitate ONS YLC meetings
- INS facilitators train ONS YLC in presenting their research-based priorities to Nstat stakeholder teams INS facilitators conduct one-on-one check ins with individual members of the ONS YLC (10 participants per facilitator).
- INS facilitators continue to iterate on the ONS YLC curriculum and plan activities with the ONS and CJI staff developing the ONS YLC.
- INS facilitators support the launch of the ONS YLC participatory budgeting process.

Budget

Office of Neighborhood Safety and

CUNY Youth Studies Intergenerational Change Initiative

Youth Leadership Council

Proposed Budget					
Title:				**YPAR 2023 Year**	
Sponsor/Partner:				NYC Mayor's Office of Criminal Justice	
Sponsor Type:				City	
PI:				Jorge Silva-Puras	
SPS Lead Staff:				Sarah Zeller-Berkman	
Project Period:				7/1/23- 6/31/2024	
Budget Year Dates:				7/1/24-6/31/2025	
Project Number:				XXXXX-XXXX	
Version Date:				6.18.2024	
Personnel Services (PS)	**Classification**	**Salary/Rate**	**FTE/Hours**	**Total**	**Notes**
Project Associate	RF FT Regular	$ 80,000	1.00	$ 80,000	Project Coordinator July 1, 2024-June 30, 2025
				$ -	
				$ -	
Total Salaries				**$ 80,000**	
MTA Payroll Tax		0.34%		$ 272	
Fringe Benefits - RF FT Regular		36.50%		$ 29,200	
Fringe Benefits - RF PT A		36.50%		$ -	
Fringe Benefits - RF PT B		8.00%		$ -	
Fringe Benefits - Tax Levy Release Time		51.70%		$ -	
Fringe Benefits - Tax Levy Summer Salary		27.30%		$ -	
Total Personnel Services				**$ 109,472**	
Other than Personnel Services (OTPS)		**Unit Price**	**Units**	**Total**	
Research Supplies				$ 2,880	Stipends for Youth to be part of NYC Youth Agenda
Travel				$870	Travel for presentations on the model-dissemination and promotion of best practice
Total OTPS				**$ 3,750**	
Subtotal (PS + OTPS)				$ 113,222	
Indirect Costs - Research Fdn of CUNY			10%	$ 6,778	
TOTAL				**$ 120,000**	

Co-Branding and Social Media Scope of Work Supplement ("Marks Supplement")

I)Marketing and Materials.

a) Co-Branding/Marketing.

i) Contractor shall conduct all marketing and outreach in connection with this Agreement in accordance with this Scope of Work and DYCD's "Co-Branding Guidelines for DYCD-Funded Programs" including both the "Design guidelines and rubric" and "Social media guidelines and rubric," which are available at: https://www.dycdconnect.nyc/Home/DownloadDocumentById?id=5ef263f58a64423324504b31&fileName=DYCD%20Co-Branding%20Guidelines%20Design.pdf and https://www.dycdconnect.nyc/Home/DownloadDocumentById?id=5ef263f68a64423324504b38&fileName=DYCD%20Co-Branding%20Social-Media%20Guidelines.pdf, respectively, and are made part hereof, in order to promote and publicize the program services described in this Agreement. The guidelines include, but are not limited to, the following requirements:

(1) To include DYCD's logo and the program name language in all Program-related signage, publications, print materials, communications, and advertisements.

(2) To post a 311 sign in its program facility/ies naming "New York City Department of Youth and Community Development" or "DYCD" as the agency that funds the program services and lists the City's hotline for government information and non-emergency services. The Contractor may also include its own name and/or logo in such materials.

(3) To co-brand DYCD in all posts shared on social media in accordance with DYCD's "Co-Branding Guidelines for DYCD-Funded Programs – Social media guidelines and rubric."

(4) To cooperate with DYCD's marketing and outreach efforts to promote and publicize DYCD-funded services.

ii) Notwithstanding anything to the contrary contained herein, the Contractor shall not be obligated to develop or produce marketing materials for the program described in this Agreement.

b) Approval of Marketing and Materials. All marketing activities of Contractor or its staff, subcontractors, or designees, and all marketing materials produced and distributed by any of the same in connection with the program described in this Agreement shall be subject in each case to the prior, written approval of DYCD, which shall not be unreasonably withheld. Failure to obtain DYCD's prior written approval shall under no circumstances excuse this requirement.

II) Social Media Policy. Contractor shall adopt an appropriate social media policy that conforms to the requirements in Social Media Policy for DYCD Providers (found at: http://www1.nyc.gov/assets/dycd/downloads/pdf/DYCD_Provider_Social_Media_Policy.pdf) to guide social media communications between Staff and Participants.

III) Terms and Conditions. For the purposes of this Marks Supplement, the word "Marks" shall mean any names, trademarks, trade names, service marks, logos, slogans or any other source indicators of an entity. By executing the Agreement to which this Marks Supplement is attached, or by making any use of any Mark owned by the City of New York, including the Marks listed in Section IV, below ("DYCD Marks"), Contractor agrees to the following terms and conditions:

a) DYCD grants to Contractor a revocable, non-exclusive, non-transferable, non-sub-licensable license to use the DYCD Marks (as applicable) only in connection with the uses described in this Marks Supplement. Contractor accepts the license subject to the terms and conditions set forth herein.
b) The DYCD Marks are and shall remain exclusively the property of the City of New York acting by DYCD. Contractor agrees that it shall neither directly or indirectly obtain, nor attempt to obtain, during the term of the Agreement to which this Marks Supplement is attached, or at any time thereafter, any right, title or interest in or to the DYCD Marks, and shall not challenge the ownership or validity of such DYCD Marks, and hereby expressly waives any right which it may have to do so. Contractor understands and agrees that the use of any Marks owned by the City, including but not limited to DYCD Marks, will not create any right, title or interest in or to any such marks and that all such use and goodwill associated therewith will inure to the benefit of DYCD.
c) Contractor agrees that it will only use the DYCD Marks as described in this Marks Supplement. Contractor further agrees: (i) not to make any disparaging use of the DYCD Marks, or use the DYCD Marks outside the purposes of this Agreement, or to in any way tarnish or blur the distinctive nature of the DYCD Marks, and (ii) not to register or attempt to register any DYCD Mark (or any potentially similar name or trademark) as or part of a trademark, service mark, logo, slogan or Internet domain name. The DYCD Marks may be used only in the exact form, style and type as approved in writing by DYCD, and in accordance with its then-current Co-Branding Guidelines. Contractor shall include legal and proper ownership and/or registration notices in connection with any and all uses of DYCD Marks in accordance with the reasonable requests of DYCD.
d) Contractor recognizes that the DYCD Marks communicate to the public, world-wide, a reputation for high standards, which reputation and goodwill have been and continue to be unique to DYCD. Therefore, the DYCD Marks shall not be used in connection with any illegal or immoral purpose or activity, or in any manner which would be inconsistent or damaging to DYCD's name and reputation.
e) Contractor acknowledges that the unauthorized use of DYCD Marks will cause irreparable harm to DYCD for which there is no adequate remedy at law, and that DYCD shall be entitled to injunctive or other equitable relief restraining such unauthorized use in addition to any other remedies available at law or in equity.
f) Representations and Warranties. Contractor represents and warrants that: (a) Contractor has the full right and authority to enter into this Agreement, including the Marks Supplement, to grant the rights herein granted and to perform Contractor's obligations hereunder; (b) Contractor has not made or assumed and shall not hereafter make or assume any commitment, agreement, grant or obligation that materially conflicts with Contractor's obligations hereunder; (c) Contractor shall comply with all applicable laws in connection with the program, DYCD Marks, and Contractor's activities under the Agreement; (d) Contractor shall use DYCD Marks in accordance with the provisions of this Agreement; and (e) all materials supplied by Contractor in connection with of the

program or this Marks Supplement do not violate or infringe upon any copyright, trademark, privacy, publicity or other personal or intellectual property rights of any third party.

g) INTENTIONALLY DELETED

h) Infringement Proceedings.
    a. Contractor agrees to promptly notify DYCD of any unauthorized use of the DYCD Marks by others as it comes to Contractor's attention. DYCD shall have the sole right and discretion to bring infringement, unfair competition, or other proceedings involving the DYCD Marks. In the event DYCD elects not to pursue an action for infringement, unfair competition, or any other cause of action involving the DYCD Marks, Contractor may neither pursue such an action or force DYCD to pursue such action.
    b. Upon expiration or earlier termination of the Agreement or the Marks Supplement, Contractor shall immediately discontinue manufacture, promotion, advertisement, and sale of any materials using the DYCD Marks. Contractor acknowledges and agrees that its failure to cease manufacture, sale, advertising, or promotion of materials including the DYCD Marks upon expiration or termination of this Agreement will result in immediate and irreparable harm to DYCD. Contractor further acknowledges and admits that DYCD has no adequate remedy at law for Contractor's failure to cease manufacture, sale, advertising, or promotion of materials including the DYCD Marks upon termination or expiration of this Agreement, except as expressly provided for above. Contractor acknowledges and admits that, in the event of any such failure by it to cease manufacture, sale, advertising, or promotion of materials including the DYCD Marks, DYCD shall be entitled to equitable or injunctive relief against Contractor's failure, in addition to any and all other remedies at law that are available to DYCD. In the event of the termination of this Marks Supplement or the Agreement, Contractor shall comply with all directives from DYCD regarding or requiring the deletion regarding the deletion of any social media content that contains DYCD marks.
    c. Contractor hereby acknowledges that DYCD has previously granted and may continue to grant licenses to third parties for the use of the DYCD Marks.

i) Contractor may not assign, in whole or in part any rights granted herein, or delegate to any other party any of the duties hereunder without the prior written consent of DYCD. Any attempt to assign, transfer or delegate without such consent shall be void.

j) Termination of License.
    a. DYCD may terminate the license granted by this Marks Supplement for any reason upon thirty (30) days' prior written notice to Contractor. Except as otherwise provided in this Agreement, upon expiration or earlier termination of the Agreement to which this Marks Supplement is attached, the permissions granted to Contractor pursuant to this Marks Supplement will immediately cease.
    b. Notwithstanding any other termination right provided for elsewhere in the Agreement to which this Marks Supplement is attached, DYCD shall have the right to terminate the license granted by this Marks Supplement, in whole or in part, immediately, upon written notice to Contractor, in the event that any DYCD Marks are used by Contractor in connection with any illegal, illicit or immoral

activity. In the event that DYCD's Marks are being used by Contractor anyway which, in the reasonable judgment of DYCD, is inconsistent with or damaging to DYCD's name or reputation, DYCD may notify Contractor in writing that such termination will occur immediately unless Contractor ceases and halts all such uses immediately. Notwithstanding any inconsistent provision of this Agreement, any notice required to be given by DYCD under this Marks Supplement that is given by email to Contractor shall be deemed given upon transmission of the email.

c. Contractor shall have the right to terminate the license granted by this Marks Supplement upon written notice to DYCD if a change in law or regulatory requirements renders it illegal or impossible for Contractor to perform its obligations hereunder.

k) No Waiver. The failure of any party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions, or of such party's rights thereafter to enforce any such provisions.

IV) The DYCD Marks Consist of the following:

NYC Department of Youth & Community Development

Beacon CENTERS OF NEW YORK CITY (for use by Beacon programs only)

COMPASS NYC (for use by COMPASS programs only)

CORNER STONE (for use by Cornerstone programs only)

SONYC SCHOOL'S OUT NEW YORK CITY (for use by SONYC programs only)