

MEMORANDUM OF UNDERSTANDING

Between New York City Commission on Human Rights (“NYCCHR”)

and

**The Trustees of Columbia University in the City of New York for its Department of Political Science
(the “Research Team”)**

1 PURPOSE

This Memorandum of Understanding (“MOU”) outlines the terms and conditions for a research project, consisting of a pilot evaluation of New York City housing discrimination prevalence and deterrence during summer 2011, followed by a scale-up to the full evaluation from fall 2011-summer 2013. The researchers in the Research Team consist of Albert Fang, Andrew Guess, Macartan Humphreys, and Caroline Peters. The Research Team and NYCCHR are hereinafter referred to as the “Parties”.

Background

The Commission on Human Rights is the law enforcement agency empowered to enforce New York City Human Rights Law and provide protection to victims of discrimination. Originally convened in 1955 by Mayor Fiorello LaGuardia under the title of “Commission of Intergroup Relations,” the Commission was charged with receiving and investigating complaints, and initiating its own investigations into racial, religious and ethnic group tensions on the basis of race, creed, color, national origin and ancestry. It was empowered to hold hearings, to report its findings of facts and to make recommendations to the Mayor. COIR was also charged with studying the problems of prejudice, intolerance, bigotry, discrimination and disorder caused by intergroup tension, and developing intergroup dialogue. It also coordinated efforts among federal, state and city agencies to develop courses of instruction on techniques for achieving harmonious intergroup relations within the City of New York.

In 1958 the Commission's responsibilities were expanded to include the investigation of allegations of discrimination in private housing. Since that time, the scope of the Commission's jurisdiction and the city's human rights law have increased, with NYCCHR having been granted the power to prosecute verified cases of housing discrimination on the basis of race, color, creed, national origin, alienage or citizenship status, gender, age, disability, marital status, partnership status, familial status, sexual orientation, lawful occupation, and lawful source of income. With 36% of all complaints of discrimination filed with NYCCHR resulting in probable cause and/or settlement, prejudices clearly still exist, expressed through the mechanism of discriminatory behavior despite the city's increasingly inclusive human rights law and the punitive enforcement capabilities of the Commission.

To explore the nuances and prevalence of this behavior, the Parties seek to engage in a collaboration to implement a rigorous study to examine the scope of housing discrimination in New York City and the effectiveness of information campaigns to deter landlords and brokers from practicing it. The parties recognize a set of benefits from conducting this evaluation:

- The study will contribute to knowledge regarding the prevalence of housing discrimination in New York City as well as the interventions that could serve to prevent its occurrence.
- The study will examine best practices for NYCCHR for conducting future investigations of discrimination and for implementing targeted information campaigns to deter landlords and brokers from discriminating.
- The knowledge gleaned from the results of this study regarding the prevalence of discrimination in New York City and the effectiveness of the city’s prevention efforts will produce policy recommendations on the most efficient content and targeting strategy for information campaigns directed at city landlord and brokers operating in the rental housing market.
- In addition, the results of this study will provide a much-needed update on the current nature of discrimination in the New York City housing market, providing answers to questions such as: at which stage of the rental process discriminatory action occurs, what groups are discriminated against and for what reasons, which properties are most frequently associated with discriminatory rental practices, and the role of technology in facilitating or preventing discriminatory judgments.

In addition, the parties recognize the inherent limitations of the evaluation; in particular, the study will not be generalizable to housing discrimination beyond that which occurs in the markets being studied. For instance, the “universe” of rental units from which this study samples may be limited to apartment listings posted on Craigslist.org if that site becomes the primary research focus. Because the availability of rental stock fluctuates depending on the time of year, the findings of this study regarding discrimination occurrence are further limited to the particular time of year when the sampling takes place. Finally, the study is limited to reporting on the occurrence of discriminatory activity during correspondence and in-person interactions between potential tenants and landlord/brokers; the deeper societal mechanisms through which discrimination operates are not explored.

With that being said, this evaluation is still an important first step in rigorously quantifying the incidence of housing discrimination in New York and the effectiveness of messaging campaigns to prevent its occurrence.

2 UNDERSTANDING OF THE ROLES AND COMMITMENTS OF THE PARTIES

2.1 Expectations. The Research Team agrees to exercise its reasonable efforts in performing the work described in this MOU. NYCCHR is expected to facilitate this work as described below.

2.2 Data Rights.

2.2.1 The data collected for this study will be obtained through surveyors (also referred to through this and supporting documents as “enumerators,” “testers” and “confederates”) employed or contracted by NYCCHR (or affiliated government entities).

The Research Team will provide input into the qualifications of the surveyors and the protocols for collecting data. However, the Research Team will play an advisory role only, and final decision making authority regarding the hiring or contracting of surveyors and the protocols of collecting data will remain with NYCCHR.

- 2.2.2 The data resulting from the study (the "Study Data") will be retained by NYCCHR, with appropriate safeguards, consistent with its standard practices and applicable law. A complete set of Study Data will be provided to the Research Team, in a timely manner and in a reasonable format accessible for analysis and research purposes; provided, however, that before conveying the Study Data to the Research Team, NYCCHR will remove all personally-identifiable information regarding the participants, such that the Research Team is provided with a complete set of anonymized data. In addition, collected data deidentified in this manner will be made available to the Research Team on a daily basis as the Study Data is collected. The Research Team will have no right of access to personally-identifiable information of the study subjects.
- 2.2.3 The Research Team may retain and use the Study Data solely for non-commercial research and scholarly purposes, including **as part of its larger research in this field, both during and after the completion of the program.** Columbia University is dedicated to free scholarly exchange and to public dissemination of the results of its scholarly activities, and nothing in this MOU shall restrict the right of Columbia and the Research Team from publishing, disseminating, or otherwise disclosing the results of the research.
- 2.2.4 The Research Team will write a report on key findings from this research for NYCCHR. NYCCHR may freely use and disseminate this report; provided, however, that NYCCHR may not redact or alter the Research Team's report without agreement of the Research Team.

- 2.3 **Time Frame.** This MOU covers interactions of the parties for the expected length of the evaluation from 15 July 2011 to 15 July 2013, unless extended by mutual written agreement by the Parties.
- 2.4 **Constant communication.** Given the principle of the priority of the intervention it is very important that any ex ante prioritization is done in advance wherever possible to ensure that the implementation design is in practice consistent with NYCCHR's priorities. In the event that plans change, it is important that this be communicated to the Research Team. These principles will allow the team to try to take account of compromises to the evaluation design insofar as possible.

3 EXPECTATIONS OF THE PARTIES

3.1 Expectations of the Research Team

Guided by the evaluation design description (Annex I) the Research Team will:

- Advise on the project design and randomization strategies.
- Develop protocol for interaction between confederates and landlords/brokers and train study confederates in this protocol.
- Design a landlord/broker survey and implement survey following completion of confederate-landlord/broker interactions as prescribed in the study design.
- Design all confederate data collection instruments, initial confederate correspondence and profiles, and messaging literature delivered to landlords/brokers during the intervention.

- Design of survey database.
- Design tool for deidentifying data.
- Lead analysis of survey data and production of reports representing findings.
- Recommend staff to work with the commission as testers and project manager.
- Draft a preliminary and final report in non-technical language to summarize main findings. Assuming no change to the project schedule, the preliminary report (summarizing findings of the pilot study) will be completed by the end of October 2011. The final report (featuring the results of the full study and of the landlord/broker survey) will be written by July 2013 and is designed to be shared with NYCCHR's partners, other key stakeholders and the general public.

3.2 Expectations of NYCCHR

Consistent with the evaluation design description (Annex I) NYCCHR will:

- Hire or contract with the surveyors (confederates) and a part-time project manager who will liaise with the research team, oversee testers, and track and deidentify data. Allot work space for an auditing/confederate staff of up to 10 individuals. NYCCHR will be solely responsible for any conditions or commitments of employment or contracting with such individuals, including the payment of any wages and benefits. NYCCHR will be solely responsible for the safety of the surveyors (confederates) in the conduct of this research.
- Provide for confederates to use computer and phone resources at the Commission's offices.
- Provide confederates with prepaid Metrocards as specified in Annex II for details for pilot evaluation.
- Coordinate with the Research Team on the generation of work schedules for confederates (see Annex III for details for pilot evaluation).
- Coordinate with the Research Team on the gathering of process data that will be collected during the course of implementation.

4 GENERAL TERMS AND PROVISIONS

4.1 General: This MOU does not require either party to obligate funds to the other for purposes of remuneration. No costs incurred during the period of this MOU by one Party will be reimbursable by the other Party. No payments are to be made directly to any member of the Research Team as a result of this MOU or to any member of NYCCHR's staff.

4.2 Amendment and Termination: This MOU may be amended by the mutual written agreement between the parties. The Research Team seeks to note that a review of this MOU will take place by July 15th 2011. Further engagement beyond this date between the parties will be negotiated upon review of the pilot report by NYCCHR following the collection and analysis of the pilot data.

4.3 The Research Team's role is to perform academic and scholarly research, and it makes no (and expressly disclaims) any warranties of any type regarding its work. While the Research Team hopes and intends that its analysis and report will be useful to NYCCHR, NYCCHR has sole responsibility for any actions or inactions that it might take with respect to the results of the study and the work conducted under this MOU. In taking any action or inaction with respect to the results of the study, NYCCHR will not represent or imply any endorsement of such activities (or refraining from activities) by Columbia University or the Research Team.

Other than retaining the identity of the Research Team on the reports generated for NYCCHR, NYCCHR will not use the name, insignia, or symbols of Columbia University, the Research Team, or combination thereof, or the name of any trustee, faculty member, other employee, or student of Columbia for any purpose whatsoever without Columbia's prior written consent.

Title to all equipment acquired by the Research Team to perform the research and all equipment, materials, and other tangible results (data not included) of the research will vest in Columbia.

5 SIGNATURES

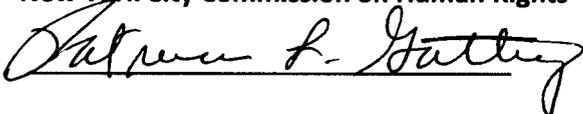
IN WITNESS THEREOF, the subscribing officials are authorized to acknowledge and execute this Memorandum of Understanding.

The Trustees of Columbia University in the City of New York

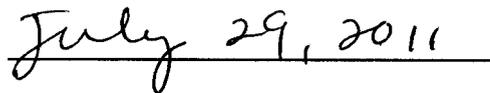
Juliana Powell, Assistant Special Director, Sponsored Projects Administration

Date

New York City Commission on Human Rights



Patricia Gatling, Commissioner



Date

Attachments:

- ANNEX 1: "UNDERSTANDING DISCRIMINATION IN NEW YORK CITY – DESIGN DOCUMENT – PILOT STUDY"
- ANNEX 2: "COST ESTIMATES FOR NYCCHR PILOT EVALUATION"
- ANNEX 3: "TIMELINE FOR NYCCHR PILOT EVALUATION"