

Contract Number _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

**SERVICE AGREEMENT FOR PURCHASE OF TEXAS MOTOR VEHICLE TITLE
AND REGISTRATION (VTR) INFORMATION**

THIS CONTRACT, is made by and between the State of Texas, acting by and through the Texas Department of Motor Vehicles, hereinafter called the "State," and

hereinafter called the "Purchaser."

W I T N E S S E T H

WHEREAS, Transportation Code, Chapter 501, 502, 504 and 520 establish that the State is responsible for administering and retaining Texas motor vehicle title and registration records (MVR's); and

WHEREAS, this contract is made in accordance with the provisions of Transportation Code, **Chapter 730, the state Driver's Privacy Protection Act**; and

WHEREAS, the State is authorized by Title 43, Texas Administrative Code, §217.92, to enter into written service agreements with individuals, businesses, and governmental agencies to provide electronic access to vehicle title and registration information; and

WHEREAS, the Purchaser requests from the State authority to purchase motor vehicle title and registration (MVR) information from the VTR database; and

WHEREAS, the federal Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) and Texas Drivers Privacy Protection Act authorize the department to disclose personal information contained in the department motor vehicle records only in accordance with the Acts; and

WHEREAS, the State will provide requested MVR information from the Texas Motor Vehicle Title and Registration database provided the Purchaser agrees to the terms and conditions of this contract; and

WHEREAS, the Texas Motor Vehicle Board adopted Title 43, Texas Administrative Code, Chapter 217, Subchapter F establishing the costs the State may assess a Purchaser of the VTR database; and

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

The State shall provide the Purchaser with requested MVR information from the Texas Motor Vehicle Title and Registration database, under the following conditions:

1. INFORMATION AVAILABLE

The State will only make available information that is authorized to be disclosed by the Federal and Texas Drivers Privacy Protection Acts (DPPAs). MVR information will only be provided to Purchasers who certify that the intended use of the information is for a required or permitted use, as indicated in Attachment "A."

2. CERTIFICATION OF USE

The State may release privacy protected personal information contained in motor vehicle records (MVRs) only if the Purchaser certifies its intended uses of the information in Attachment A to this contract. Certified intended uses include only those uses for which the Purchaser itself will actually employ the information; certified intended uses do not include uses that are speculative or that will be engaged in by persons acquiring the information from the Purchaser. If the Purchaser's intended use of the information is not one of the permitted uses, the State will not release MVR information.

3. RESTRICTIONS

- A. The Purchaser may only use information obtained from MVRs and the VTR database in accordance with the DPPAs and only for the use or uses certified to in Attachment "A".
- B. The Purchaser shall not provide motor vehicle registration information to anyone in response to a telephone inquiry by license plate number.
- C. The Purchaser shall utilize the State "data" only for the purposes stated in this contract and none other, and the data reflects notices of transfers of vehicles received by the State. Failure on the Purchaser's part to properly interpret the State data shall be the fault of the Purchaser and liability for sending violation notices to the incorrect party(ies) shall rest with the Purchaser, and not the State. If the data continues to be interpreted improperly, then the contract is subject to termination.
- D. **Resale and redisclosure:** A Purchaser obtaining privacy protected personal information from MVRs may only resell or redisclose the privacy protected personal information for the same permitted use authorized by law:
 - 1. Purchaser has indicated for its own use; or
 - 2. The Requestor is obtaining as agent of an authorized recipient for the authorized recipient's own user as permitted under Transportation Code, Section 730.007.

All uses must be listed in Attachment A. Information may not be obtained solely for the purpose of resale or redisclosure. An authorized recipient may not redisclose the information in the identical or a substantially identical format received under this contract.

The Purchaser must maintain records of any entity or person that received the information and the permitted use for which it was obtained. These records must be maintained for a period of not less than

five (5) years and must be made available to the State for inspection, upon request. Any person or entity obtaining privacy protected information from the Purchaser, directly or indirectly, must fully comply with the provisions of the DPPAs. Any violation of the above federal law by a person or entity acquiring privacy protected information from the Purchaser, directly or indirectly, will be considered a breach of this contract by the Purchaser.

The Purchaser shall immediately inform the State if privacy protected personal information provided to the Purchaser is disclosed in violation of the DPPAs. This obligation applies whether the disclosure was by the Purchaser or by a person or entity that acquired privacy protected information from the Purchaser, directly or indirectly.

4. TERM OF CONTRACT

This contract becomes effective upon agreement and execution by both parties. The contract is subject to a continuous annual renewal if all parties are in agreement.

The State reserves the right to amend this contract at any time or to waive any violations of this contract by the Purchaser. The Purchaser may amend its statement of certified uses at any time by submitting a signed statement to that effect.

5. DEPOSIT

A deposit and balance of \$1,000.00 must be maintained in a non-interest bearing escrow account. The Purchaser will send additional funds prior to requesting MVR information in order to maintain the \$1000. escrow balance. The escrow account must be established with the State prior to providing the requested MVR information to the Purchaser. Payment of the deposit shall be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract.

If the escrow balance falls below the required \$1000.00, the State may suspend providing requested MVR information to the Purchaser until a deposit is made by the Purchaser.

6. CHARGES

A charge of \$23.00 per computer run, plus \$.12 per vehicle inquiry, will be assessed, as provided for in Title 43, Texas Administrative Code, Chapter 217.

The State will provide a statement to the Purchaser which indicates the remaining balance in the Purchaser's escrow account. A statement will be provided by the State each time requested MVR information is returned to the Purchaser.

7. PAYMENT FOR SERVICES

Payment should be made to the following address:

Texas Department of Motor Vehicles
Administrative Services Division
PO Box 5020
Austin, Texas 78763-5020

8. CONTACT INFORMATION

- A. Information regarding billings or payments for your account and technical assistance regarding the information provided may be obtained by contacting the Administrative Services Division, Technology Support Branch, at (512) 302-2126 or (512) 465-7531 (Monday through Friday 8:00 AM- 5:00 PM).
- B. Customers with questions or complaints concerning personal solicitation or privacy concerns should be referred to the Consumer Relations Division, Contact Center at (888) 368-4689 (Monday through Friday 8:00 AM- 5:00 PM).

9. TERMINATION

Termination by State or Purchaser. The State or Purchaser may terminate this contract in writing at any time.

Termination for Cause. Without limiting the foregoing, the State may immediately terminate this contract, without notice, for any violation of the terms of this contract or for any violation of any state or federal law relating to the information provided by the State under this contract.

Automatic Termination. This contract will automatically terminate if the Purchaser ceases to conduct business, if the Purchaser substantially changes the nature of its business, if the Purchaser sells its business, if there is a significant change in the ownership of the Purchaser, or if the Purchaser dies. The Purchaser, its successor in interest, or its personal representative will immediately notify the State in writing of any change in status that would implicate this paragraph.

Effect of Termination. If the contract is terminated under this section, the State will refund any unused portion of the non-interest bearing escrow account, minus any outstanding balance due the State. The Purchaser's successor in interest will be eligible to apply for and execute a new contract.

PLEASE NOTE: Upon refunding this escrow deposit, the State Comptroller may place a hold on these funds if there is outstanding state debt (indebtedness, tax delinquency or student loan default).

10. COMPLIANCE WITH LAWS

The Purchaser shall comply with all applicable Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any matter affecting the performance of this contract. By signing this agreement, the Purchaser certifies that he or she will comply with the provisions of the DPPAs, including, but not limited to, limiting usage to the permissible uses under the Acts.

11. AMENDMENTS

Any changes in the terms and conditions of this contract must be enacted by a written amendment, executed by all parties to this contract.

12. LIMITATION OF LIABILITY

To the extent allowed by law

The Purchaser shall save harmless the State from any liability which may arise from the Purchaser's remote terminal access to the VTR database, and the State makes no representation or warranty as to use, result, or accuracy of data contained herein.

13. PRIOR CONTRACTS SUPERSEDED

This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings and/or written agreements between the State and the Purchaser respecting the subject matter described herein.

14. SIGNATORY AUTHORITY

The undersigned for the Purchaser represents and warrants that he/she is an officer of the organization for which he/she has executed this contract and that he/she has the full and complete authority to enter into this contract on behalf of the Purchaser.

IN TESTIMONY HEREOF, the parties to this contract have caused these presents to be executed in duplicate counterparts.

THE PURCHASER

BY:

Signature

Name and Title

Address

City, State, and Zip Code

Date

() Sole Proprietorship _____
Social Security Number or Employer I.D. Number

() Partnership _____
Employer I.D. Number or Tax Number

() Corporation _____
Employer I.D. Number or Tax Number

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Motor Vehicle Board for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Motor Vehicle Board.

BY: _____

Executive Director, Texas Department of Motor Vehicles

Date

***** PLEASE KEEP A COPY OF THIS CONTRACT *****