



AGREEMENT FOR ACCESS TO RECORDS AND DATA MAINTAINED BY THE REGISTRY OF MOTOR VEHICLES

- New
- Revise

This agreement (hereinafter "Agreement") is made and entered into by and between the Massachusetts Department of Transportation, through its Registry of Motor Vehicles Division (hereinafter the "RMV"), a body politic and corporate, and public instrumentality of the Commonwealth, established and operating pursuant to M.G.L. c. 6C and (Agency Name) _____

(hereinafter the "REQUESTOR"). The Terms and Conditions of this Agreement shall be binding upon either party's legal successor.

- Select type of access (check all that apply):
- Business Fleets
 - General Business
 - Driver Vehicle Data (DVD)
 - Non-Renewal
 - Driver Verification System (DVS)
 - Professional Driving School
 - Excise
 - School Bus

RECITALS

WHEREAS, the RMV stores personal and confidential information protected by the federal Driver Privacy Protection Act (18 U.S.C. § 2721 et seq.) (hereinafter "DPPA") in its database and

WHEREAS, the RMV is authorized under the DPPA to provide and/or allow access to records and data in its database containing personal and confidential information to permitted users for permissible purposes, as defined under the DPPA and

WHEREAS, the RMV has established a Database to maintain and provide access to such records and data and

WHEREAS, state and federal law, including the DPPA, protect personal information maintained in the records of the RMV and

WHEREAS, Requestor desires to obtain records and data which may contain personal information from the RMV and

WHEREAS, Requestor agrees that it is a permitted user of RMV records and data under the DPPA and

WHEREAS, the RMV requires that Requestor execute this written Agreement to ensure that records and data obtained from the RMV will be used only for permissible purposes, as set forth in the DPPA, and that personal information contained in said records will be safeguarded and protected before Requestor obtains access to said records and data;

NOW THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated into and made an integral part of this Agreement), as well as the duties and obligations set forth in this Agreement, it is agreed by and between the parties as follows:

TERMS AND CONDITIONS

1. **Permitted Use:** Requestor hereby certifies that Requestor is permitted to obtain access to RMV data under the provisions of the DPPA as it is a federal, state or local governmental agency wherein the records and data will be used for a permitted use as solely determined by the RMV and to carry out the official functions of such agency.
2. **Access To and Use of Personal Data:** Requestor certifies it will use RMV data solely for purposes consistent with Paragraph 1 of this Agreement. Furthermore, the Requestor shall not use any personal information obtained pursuant to this Agreement for any purpose that is not permitted under Massachusetts or Federal laws, rules or regulations, as may be amended from time to time and the Requestor agrees it will comply with all applicable laws and regulations respecting access to and use of personal information, including the Federal Driver Privacy Protection Act (the "DPPA") (18 U.S.C. §2721 et seq.), the Massachusetts Identity Theft Act, G.L. c. 93H, the Standards for the Protection of Personal Information of Residents of the Commonwealth 201 C.M.R. 17.00 and Executive Order 504. The Requestor represents that it has read the DPPA, M.G.L. c. 93H, the Standards for the Protection of Personal Information of Residents of the Commonwealth 201 C.M.R. 17.00 and Executive Order 504 and will comply with such laws and Order and all other applicable laws, state or federal, regarding access to and the use of motor vehicle records, personal information and data privacy and protection, as such laws may be amended from time to time. The Requestor further agrees that Personal Information accessed under this Agreement shall not be used to create or aggregate the data for any purpose, except as specifically provided by federal or state law or other sections of this Agreement.
3. **Method of Access:** Requestor will access data provided by the RMV via one or more of the following methods of access :
 - a. Obtain files from and/or exchange files with the RMV using Secure File Transfer Protocol ("SFTP").
 - b. Call RMV Web Services;
 - c. Utilize the eServices Portal or Business Portal;
 - d. Using a 3rd Party Vendor that supplies RMV records
4. **Training:** Requestor agrees to participate in and complete any training programs in the use of the RMV database, as the RMV in its sole discretion, deems necessary.
5. **Data:** The RMV may, at its sole discretion and based on the Permitted Use(s) defined in Paragraph 1 above, make its records and data available to Requestor solely to perform the business functions as defined in the Permitted Use in paragraph 1.
6. **Term:** This Agreement shall be in effect for three years from the date it is executed by the Requestor, and may be renewed at the RMV's sole and absolute discretion for additional three year periods upon notification from the RMV. The RMV will notify the Requestor on two separate occasions in the 30 day period prior to the expiration of the Agreement via the Requestor's e-mail address, as provided. If the Requestor does not renew the Agreement prior to its expiration date, all access will terminate on that date.
7. **Cost:** The requestor will pay the RMV any and all applicable fees established in 801 CMR 4.02, which may be subject to change.
8. **Electronic Security Requirements:**
 - a. The Requestor, by this agreement, certifies it has an information security program in place that follow current industry design and best practices, including, but not limited to those published by The National

Institute of Standards & Technology (NIST), the SANS (SysAdmin, Audit, Network, Security (SANS) Institute), and other recognized bodies to prevent unauthorized electronic access to RMV data or to its database.

- b. For All Requestors , using any Access Method, Requestor agrees, at a minimum, to do the following:
 - i. Have written procedures in place to insure the electronic safety, physical security and confidentiality of RMV data in accordance with paragraph 10 of this Agreement;
 - ii. Have written procedures in place that insure RMV data is accessed only for permitted uses under the DPPA and consistent with paragraph 10 of this Agreement.
- c. For Requestors Who Select Web Services or SFTP Option under Paragraph 3. Requestor agrees to do the following:
 - i. Assign a unique ID to each end user who will access RMV data.
 - ii. Implement written password policies and procedures that follow current industry design and best practices such as:
 - 1. those published by The National Institute of Standards & Technology (currently SP800-63b section 5);
 - 2. the SANS (SysAdmin, Audit, Network, Security Institute) Password Construction Guidelines (currently SANS document section 4)and
 - 3. those published by other recognized bodies such as IRS1075 (currently section 9.3.7.5).
 - iii. The standards referenced in subsection ii above must be designed to prevent unauthorized access to RMV data or to its database.
 - iv. Deactivate the unique ID immediately when the end user leaves the Requestor's employment or when the ID has not been used for a period of 90 days.
 - v. Maintain an electronic log of all transactions with the RMV for 5 years. The log shall contain all the transactions performed by each end user including the end user's unique ID (if applicable), the end-user's full name, date and time of each transaction performed and/or inquiry.
 - vi. Respond within 3 business days to the RMV's request to review a specific transaction or series of transactions including the end user's name, unique ID, dates, times and reason for the transaction(s). The RMV may, but is not required, to inform the Requestor as to its reason for the request.
 - vii. Failure to comply with subsections i-vi above may result in termination of the Agreement under the provisions of paragraph 12.

9. **A. Data Retention/Audit For SFTP And Web Services Users:** The SFTP and/or Web Services Requestor shall at all times adhere to the data retention and destruction requirements of M.G.L. Chapter 93I and the Massachusetts Public Records Law. Any data obtained from the RMV shall be shredded, destroyed or disposed of in compliance with Chapter 93I after its business purpose has expired. The Requestor shall maintain a record of transactions it performs using RMV data for a period of 5 years. Such record shall include the name of the person or entity that accessed the data; the time and date the data was provided to said person or entity and the customer information. The RMV may in its discretion audit all such documentation. The RMV will provide the Requestor with written notice at least three (3) business days prior to said audit, which shall be performed with the reasonable cooperation of the Requestor. In the event the Requestor cannot provide a legitimate

reason for accessing said data, said failure to do so may constitute a material breach under paragraph 12 of this Agreement. Furthermore, if the RMV's audit reveals inaccuracies or a violation of any provision of this Agreement, said violation or inaccuracies may be considered a material breach under paragraph 12 of the Agreement. If the Requestor does not have an office location in Massachusetts, upon request, the Requestor will forward all records to the RMV at the time and place designated by the RMV.

B. Data Retention/Audit For eServices Portal, Business Portal and Businesses using a 3rd Party: The eServices Portal, Business Portal Requestor and/or businesses using a 3rd Party Vendor shall at all times adhere to the data retention and destruction requirements of M.G.L. Chapter 93I and the Massachusetts Public Records Law. Any data obtained from the RMV shall be shredded, destroyed or disposed of in compliance with Chapter 93I after its business purpose has expired. The RMV may track and audit all business transactions. The RMV may in its sole discretion require the requestor to explain and/or demonstrate its legitimate business purpose or permitted use for accessing the RMV's data for any particular transaction. Failure by the Requestor to do so may constitute a material breach under paragraph 12 of this Agreement. If the Requestor does not have an office location in Massachusetts, upon request the Requestor will forward all records to the RMV at the time and place designated by the RMV.

10. **Physical Security Of Data and Confidentiality:** The Requestor shall do the following:

- a. Ensure that RMV records are not visible to unauthorized individuals;
- b. Shred or deposit RMV records into a locked shredder container when no longer needed;
- c. Never knowingly obtain, disclose or use RMV records for a purpose not permitted under the DPPA. Requestor may be liable for impermissible dissemination of personal information to any individual to whom the personal information pertains;
- d. Never misrepresent Requestor's identity or make a false statement in connection with a request for personal information with the intention of obtaining said information in a manner not authorized under this Agreement or the DPPA;
- e. Never disseminate RMV records unless such dissemination is required by the Requestor's job duties;
- f. Never use RMV records in the furtherance of an illegal act, including a violation of any criminal or civil laws;

11. **A. Background Checks For Requestors Who Receive Personal Information Contained in RMV Records and Data:**

- a. Prior to permitting access to the RMV's records and data, Requestor shall ensure through background checks that its employees, contractors and agents who have access to or who may view RMV data have not been convicted of a felony involving violence, dishonesty, deceit or indecency. A Requestor's employee, contractor or agent who has been convicted of such a felony shall not be qualified to access RMV data or view its data. For eServices Portal Administrators a back ground check will be conducted by the RMV.
- b. For Requestors Who Select the Business Portal Option under Paragraph 3: The RMV shall conduct background checks to ensure that the proposed employee, contractor and agent who will have access to or who may view RMV data has not been convicted of a felony involving violence, dishonesty, deceit or indecency. A Requestor's employee, contractor or agent who has been convicted of such a felony shall not be authorized to access the RMV database or view its data.

12. **Termination for Breach:** In addition to any termination of rights contained in this Agreement herein, the RMV may immediately terminate the Agreement and the Requestor's access to RMV data at any time, if the RMV

determines in the exercise of its sole discretion, that the Requestor engaged in a material violation of any term of this Agreement, the DPPA, M.G.L. c. 93H, Executive Order 504, or any other law pertaining to the privacy of motor vehicle records. The RMV shall have no liability to the Requestor for terminating the Agreement under this provision.

13. **Right to Appeal:** The Requestor shall have the right to appeal the RMV's decision to terminate Requestor's access to RMV data pursuant to paragraph 12 above. Appeals should be made in writing and should be addressed to the Registrar of Motor Vehicles ("Registrar"). If no such appeal is made within 30 days of the termination, the termination shall be final. If the Requestor files an appeal within said 30 days period, the Registrar shall review the RMV's decision to terminate and shall make a final determination as to whether the terms of this Agreement were breached and, if so, whether the termination of access was appropriate. In making the final determination, the Registrar may consider any documentation proffered by the Requestor evidencing affirmative steps taken to prevent similar violations of this Agreement. The Registrar's decision is final and dispositive and no further appeal process is available.
14. **30 Day Termination:** Notwithstanding paragraph 5, this Agreement may be terminated by either party at any time upon thirty (30) days written notice. This agreement may be immediately terminated without advance notification upon any material breach of any covenant by either party, or if the performance of this Agreement by the RMV is made impossible or impractical, as determined in the sole reasonable judgment of the RMV, or if the requestor has not accessed the RMV's data base for a period of ninety (90) days, by any order of any Court, or any action of the Legislature of the Commonwealth of Massachusetts. Notwithstanding the terms of Section 25 below, a notice of termination shall be in writing signed by a duly-authorized representative of the terminating party and deposited with the United States Postal Service correctly addressed and postage prepaid.
15. **Costs For Breach:** To the extent allowed by law, the Requestor agrees that if it is responsible for a breach of this Agreement, it shall bear the cost of any reasonable monetary expenses incurred by the RMV as a direct result of such breach.
16. **Non-Assignment:** The Requestor shall not assign or in any way transfer any interest in this Agreement.
17. **Non-Exclusivity:** The Requestor acknowledges that this Agreement is not an exclusive agreement. At its sole discretion the RMV may enter into agreements with other parties for the same or similar services as provided by this Agreement, on such terms and conditions as the RMV determines in its sole discretion.
18. **Warranty:** The RMV makes no representation or warranty, express or implied, with respect to the accuracy of any RMV Data from a source other than the RMV. Therefore, except for acts or omissions that constitute gross negligence or willful misconduct by the Commonwealth of Massachusetts, the Massachusetts Department of Transportation, the RMV, their employees or agents, neither the Commonwealth of Massachusetts, the Massachusetts Department of Transportation, the RMV, or their employees or agents shall be liable to the Requestor for any costs, claims, liability, damages, expenses, lost production, or any other loss of any nature or kind, in law or equity, in connection with this Agreement, including but not limited to inaccurate, incomplete or unavailable RMV data.
19. **Litigation Notice:** The Requestor shall immediately notify the Office of the General Counsel at the Massachusetts Department of Transportation in the event that it is sued or litigation is filed concerning the Requestor's use of RMV data.
20. **Notice of Data Breach:** The Requestor shall immediately notify the Chief Information Security Office for the Massachusetts Department of Transportation at InfoSecTeam@dot.state.ma.us in the event of a data breach or

misuse of RMV data. The Requestor is responsible for all notifications and remediation pursuant to M.G.L. Chapter 93H.

- 21. **Forum:** This agreement shall be construed under and governed by the laws and Executive Order 504 of the Commonwealth of Massachusetts. The parties agree that all actions and proceeding arising out of or relating directly or indirectly to this Agreement or any ancillary agreement or any other related obligation shall be litigated solely and exclusively in a court of competent jurisdiction in Suffolk County, MA.
- 22. **Discrimination:** The Requestor shall not engage in any unlawful discrimination against any person based upon the RMV Data obtained pursuant to this Agreement, and the requestor agrees to comply with all applicable State and Federal laws, rules and regulations prohibiting discrimination in employment, including but not limit to 42 USC 12101, 28 CFR Part 35, 29 USC 791 et seq., Massachusetts General Laws Chapter 151 B and Chapter 272, §92A and §98 et seq. and Executive Orders 227, 237, and 246, or any amendments to such provisions.
- 23. **Severability Clause:** In the event that any provision in this agreement shall be or become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
- 24. **Complete Instrument:** This Agreement constitutes the entire agreement of the parties and supersedes all other prior written or oral agreements between the parties with respect to subject matter hereof. This Agreement may be changed, modified or amended at any time only by an instrument in writing, signed by duly authorized representatives of both parties hereto.
- 25. **Notice:** Notice required or permitted by this Agreement shall be addressed to the address(s) as maintained by the requestor on their company profile on the RMV eServices Portal or as follows:

To the RMV:

MassDOT Registry of Motor Vehicles Division
RMV IS Security
25 Newport Avenue Extension
Quincy, MA 02171
RMVBusinessPartners@dot.state.ma.us

To the Requestor: (Print Agency Name, Address and email address)

Any party may change its address for the purposes of receipt of notices by providing written notice to the other party in accordance with this paragraph.

26. Execution: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be executed by their duly authorized officials or officers.

The Massachusetts Department
Of Transportation, Registry of Motor
Vehicles Division

Agency Name

Authorized Official's Signature

Authorized Official's Signature

Registrar
Title

Title

Date

Date

SAMPLE FOR REVIEW ONLY