

The Texas Department of Motor Vehicles (TxDMV) allows individuals or companies to establish a motor vehicle inquiry account that allows for remote electronic access, through the Internet via a secure website, to motor vehicle title and registration (VTR) records under certain conditions. To establish a Motor Vehicle Inquiry Account, the purchaser must enter into a written service agreement with the department, in accordance with the provisions of the Transportation Code. Additionally, the federal Driver's Privacy Protection Act (18 U.S.C. §2721) was enacted which governs the release and use of personal data contained in the VTR database, and provides for civil and criminal penalties for non-compliance with the law. The enclosed Motor Vehicle Inquiry Service Contract for Accessing Texas Motor Vehicle Records addresses the provisions of this law.

The VTR database contains important, secure personal data concerning vehicle owners that is privacy protected by law and must be treated in a confidential manner. Only requestors who certify the intended use of the information is for one or more of the permitted uses listed in Attachment "A" of the service contract may have access to the privacy protected personal information contained in the VTR database. The service contract outlines the conditions under which TxDMV may provide the access to the VTR database via the Internet and stipulates restrictions regarding the use of the privacy protected personal information obtained by virtue of the agreement, either directly or indirectly.

The restrictions apply to all contracted users and any third parties that may obtain VTR record information from the contractor, either directly or indirectly. Each contractor must comply with the provisions of the federal Driver's Privacy Protection Act. Penalties for violating the restrictions specified in the contract may result in immediate termination of the contract.

The attached Motor Vehicle Inquiry Service Contract for Accessing Texas Motor Vehicle Records is for multiple locations and multiple User Identification Codes (User ID), if applicable. Each individual who is to have access under this contract must be assigned a unique User ID only for their use.

To establish a Motor Vehicle Inquiry Account, the following documents must be completed and returned:

1. Motor Vehicle Inquiry Account Information;
2. The signed contract;
3. Attachment "A" to the contract (Certification of Use); and
4. Request for External Access to TxDMV Information Systems, (Attachment B) and Information Security Compliance Agreement (Attachment C) for EACH USER who will be allowed access by virtue of this contract

Please send all requested documents along with the \$200 escrow deposit to the address below or if paying the escrow deposit with a credit card (see *Instructions for Commercial Account Contract*), fax contract to 512-465-3773:

Texas Department of Motor Vehicles
IT Services Division, Data Support Services
P.O. Box 5020
Austin, Texas 78763-5020

Upon contract approval, Data Support Services Branch will return an information packet that contains the authorized user information and MVInet logon instructions.

If you have any questions, please contact the Data Support Services Branch at (512) 465-1468, option 3.

Attachments

Instructions for Commercial Account Contract

The Commercial Account Contract contains several forms that must be completed and signed by all parties requesting access to our system. Following is the list of forms required to be completed in order to access the MVInet System.

I. The Motor Vehicle Inquiry Account Information Form

- a. **Account Name** – Name of business
- b. **Business Mailing Address** – Address of business where correspondences will be mailed.
- c. **E-Billing Address** – E-Mail address where billing invoices will be sent.
- d. **E-Billing Contact and Telephone Number**– Billing contact's name and telephone number.
- e. **Security Administrator(s) (Primary and Secondary) - Name(s) , Telephone Number(s), and E-Mail Address(es)**
Each MVInet customer account is required to have a Primary and Secondary Security Administrator. The Security Administrators' are TxDMV's point of contacts for company and are responsible for the following:
 - 1. Maintaining the company's MVInet account: Adding and deleting users.
 - 2. Training Users: Familiarizing users with the website, educating users on proper security awareness and changing their passwords.
 - 3. Communicating with TxDMV.
- f. **Account Modifications** - Check only if applicable.
- g. **Type of Business** - Select business type
- h. **Authorized Users** – List all individuals accessing the website. Minimum of two (2) names must be listed.

II. Motor Vehicle Inquiry Service Contract

- a. **Page 1 of 6** – “Purchaser” - Name of company
- b. **In Testimony Hereof - Page 6 of 6** – Complete the following:
 - 1. **Purchaser** – Name of company
 - 2. **Signature** – Signature of person requesting the contract. This individual also has to sign Attachment A.
 - 3. **Name and Title** – Name of person signing contract
 - 4. **Address and City, State, and Zip** – Physical location of business
 - 5. **Date** – Date contract signed
 - 6. **Sole Proprietorship, Partnership, and Corporation-** Select the type of business and provide requested information.

Note: Please Do Not Sign under The State of Texas section.

III. Attachment A - Certification of Use

- a. Please **initial** (do not check) all of the permitted uses that best describe your business need(s).
- b. Page two (2) must be signed by same individual who signed the contract.

IV. Attachment B* - Request for External Access

- a. **Requesting Agency/Organization** – Name of business
- b. **Date** – The current date
- c. **Account Number/User ID** – Leave this section blank
- d. **Please Check One** – Check type of action (Add, Change, or Delete)
- e. **Employee Name** – Enter last name, first name and middle initial.
- f. **Employee Signature** –Employee’s signature required.
Note: Employee signature is not required if requesting a deletion.
- g. **Approved By** –Security Administrator’s signature and phone number required.

V. Attachment C* – Information Security Compliance Agreement

- a. **Signature** – Employee’s signature required.
- b. **Printed Name** – Employee’s printed name
- c. **Date** – Date signed

****An Attachment B and C is required for each user accessing the VTR database***

Please send the completed contract along with the \$200 escrow deposit to the address below or if paying the escrow deposit with a credit card**, fax contract to 512-465-3773:

Texas Department of Motor Vehicles
IT Services Division, Data Support Services
P.O. Box 5020
Austin, TX 78763-5020

***** If paying the escrow deposit with a credit card, please make a note on the contract and we will contact you for the credit card information
All credit card transactions incur a \$1 processing fee***

Should you have any questions regarding the contract, please contact the MVInet helpdesk at 512-465-1468, option 3.

For Department Use Only

STATE OF TEXAS §
COUNTY OF TRAVIS §

**Motor Vehicle Inquiry (MVI) Service Contract
for Accessing Texas Motor Vehicle Records**

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, Texas 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 (MVRs); and

WHEREAS, this contract is made in accordance with the provisions of Texas 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 access the Vehicle Title and Registration (VTR) database in order to obtain information from MVRs by remote electronic access through the Internet, via a secure web site; and

WHEREAS, the Federal Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) and Texas Drivers Privacy Protection Act authorizes 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 remote electronic access to the Purchaser 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 for remote electronic access to the VTR database;

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 remote electronic access, through the Internet, via a secure web site, to the Vehicle Title and Registration (VTR) database, under the following conditions:

1. INFORMATION AVAILABLE

The State will make available, in accordance with the federal and Texas Drivers Privacy Protection Acts (DPPAs) information contained in the MVRs and the VTR database.

2. CERTIFICATION OF USE

The State will release information contained in the MVRs and VTR database only if the Purchaser certifies its intended use 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.

3. RESTRICTIONS

- A. The Purchaser may use information obtained from MVRs and the VTR database only in accordance with the DPPAs and only for the use or uses certified to in Attachment A.
- B. The Purchaser shall access the MVRs by license plate number, vehicle identification number, title or document number, or placard number.
- C. The Purchaser shall not provide motor vehicle registration information to anyone in response to a telephone inquiry by license plate number.
- D. 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.
- E. **Resale and Redisclosure:** A Purchaser obtaining privacy protected personal information, may only resell or redisclose the privacy protected personal information for a permitted use authorized by law that:
 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

comply fully with the provisions of the DPPAs. Any violation of the above 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. Information may not be obtained solely for the purpose of resale or redisclosure.

4. TERM OF CONTRACT

This contract becomes effective upon agreement and execution by both parties. The contract is subject to a continuous automatic annual renewal unless terminated in accordance with Paragraph 11 of this contract, Termination.

The State reserves the right to amend any of the provisions of the contract or to waive any violations of this contract by the Purchaser.

5. USER IDS

This Motor Vehicle Inquiry Service Contract can be for multiple business location and multiple User IDs, if applicable.

Prior to issuance of any User IDs by the State, a properly executed Request for *External Access to TxDMV Information Systems (Attachment B)* and *Information Security Compliance Agreement (Attachment C)* must be submitted for each person requesting access to MVRs. Each person who, by virtue of this agreement, is allowed access to MVRs from this business location will be assigned a unique User ID to be used only by that person. The user id is not to be shared with anyone. **After 365 days of nonuse, user id(s) will automatically be deleted.**

6. DEPOSIT:

A deposit of at least \$200.00 must be maintained in a **non-interest bearing** escrow account. This initial deposit is to cover estimated service use. Such escrow account will be established by the State prior to the assignment of User IDs which allow access to MVRs. Payment of the deposit shall be made by check or money order, payable to the "Texas Department of Motor Vehicles", or via credit card and is due upon execution of this contract. The minimum balance in the escrow account may increase, depending on established monthly usage by the Purchaser. The Purchaser may deposit additional funds into the escrow account in excess of the stated minimum balance. When it becomes necessary to increase the Purchaser's escrow account minimum balance, as determined by the State, the Purchaser agrees to pay the sum in increments of \$200.00. This additional funding is payable within fifteen (15) days from receipt of the State's notification. 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).

7. CHARGES:

A monthly base charge of \$23.00, plus \$.12 per vehicle inquiry, will be assessed, as provided for in Title 43, Texas Administrative Code, Chapter 3. These charges may be prepaid and credited to **the non-interest bearing** escrow account at the request of the Purchaser. Service charges will be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Purchaser, as determined by the State and provided herein.

8. PAYMENT

The total amount is due monthly on or before the due date specified in the State's invoice. Invoices are sent out via E-Billing. Any advance or overpayments will be credited to the account and applied to the next billing statement. Any payment schedule must comply with these provisions. Payment methods are as follows:

Mail check or Money Order to:

Texas Department of Motor Vehicles
IT Services Division, Data Support Services
PO Box 12098
Austin, Texas 78711-2098

Credit Card: Call Data Support Services Branch at (512) 465-1468, option 2.

9. SERVICE HOURS AND INFORMATION

- A. The service hours for access of MVRs are 24 hours per day, 7 days per week, with the exception of downtime necessary for routine system maintenance or due to unforeseen or unexpected system downtime.
- B. Information regarding billings or payments for your account and technical assistance regarding the information provided may be obtained by contacting Data Support Services Branch, at (512) 465-1468 (Monday through Friday, 8:00 AM – 5:00 PM).
- C. Customers with questions or complaints concerning personal solicitation or privacy concerns should contact to the Consumer Relations Division, Contact Center at 1-888-368-4689 (Monday through Friday, 8:00 AM to 5:00 PM).

10. DELINQUENT ACCOUNT:

The Purchaser's account becomes delinquent and subject to termination if the total amount due is not received on or before the due date specified in the State's invoice or if payment is returned due to insufficient funds. If a Purchaser's account is terminated due to delinquency, the balance of the escrow deposit will be refunded, minus any outstanding balance due to the State. Re-establishing service for a terminated delinquent account will require execution of a new contract, pay any previous balance owed, a \$200 deposit and a non-refundable processing fee of \$50.00.

11. 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 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. The Purchaser's successor in interest will be eligible to apply for and execute a new contract.

Effect of Termination. If the contract is terminated by the State or Purchaser, the State will cancel all User IDs associated with the Purchaser's account and refund any unused portion of the non-interest bearing escrow account, minus any outstanding balance due to the State.

12. CANCELLATION OF USER ID:

In the event any User ID assigned to the Purchaser's account by the State is no longer needed for any reason, including, but not limited to, termination, death, or separation from the Purchaser's business of the person to whom the User ID was assigned, the Purchaser shall immediately notify the State by submitting Attachment B, of the cancellation of the User ID. Upon receipt, the State will cancel the User ID.

13. COMPLIANCE WITH LAWS

The Purchaser shall comply with all applicable federal, State, and local laws, statutes, codes, ordinances, rules, and regulations, and with 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.

14. 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.

15. LIMITATION OF LIABILITY

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

16. PRIOR CONTRACTS SUPERSEDED

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

17. 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.

BY: _____
PURCHASER

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: _____
Signature
Executive Director, Texas Department of Motor Vehicles
Name and Title

Date

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

ATTACHMENT A CERTIFICATION OF USE

NOTE: The State may release information contained in the MVR's and the VTR database 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.

PLEASE INITIAL (DO NOT CHECK Y) THE INTENDED USE(S) FOR WHICH REMOTE ELECTRONIC ACCESS TO THE VTR DATABASE IS REQUESTED:

PERMITTED USES:

(I) A. For use in connection with any matter of:

- (1) motor vehicle or motor vehicle operator safety;
- (2) motor vehicle theft;
- (3) motor vehicle emissions;
- (4) motor vehicle product alterations, recalls, or advisories;
- (5) performance monitoring of motor vehicles or motor vehicle dealers by a motor vehicle manufacturer; or
- (6) removal of non-owner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of:
 - (a) the Automobile Information Disclosure Act, 15 U.S.C. Section 1231 et seq.;
 - (b) 49 U.S.C. Chapters 301, 305, 323, 325, 327, 329, and 331;
 - (c) the Anti Car Theft Act of 1992, 18 U.S.C. Sections 553, 981, 982, 2119, 2312, 2313, and 2322, 19 U.S.C. Sections 1646b and 1646c, and 42 U.S.C. Section 3750a et seq., all as amended;
 - (d) the Clean Air Act, 42 U.S.C. Section 7401 et seq., as amended; and
 - (e) any other statute or regulation enacted or adopted under or in relation to a law included in Paragraphs (a)-(d).

B. Use will be strictly limited to use by:

- (1) a government agency, including any court or law enforcement agency, in carrying out its functions; or
- (2) a private person or entity acting on behalf of a government agency in carrying out the functions of the agency.

(II) A. Use in connection with a matter of:

- (1) motor vehicle or motor vehicle operator safety;
- (2) motor vehicle theft;
- (3) motor vehicle product alterations, recalls, or advisories;
- (4) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers;
- (5) motor vehicle market research activities, including survey research; or
- (6) removal of non-owner records from the original owner records of motor vehicle manufacturers;

B. Use in the normal course of business by a legitimate business or an agent, employee, or contractor of the business, but only:

- (1) to verify the accuracy of personal information submitted by the individual to the business or an agent, employee, or contractor of the business; and
- (2) if the information as submitted is not correct or is no longer correct, to obtain the correct information, for the sole purpose of preventing fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual;

C. Use in conjunction:

- With a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court;

D. Use in:

- Research or in producing statistical reports, but only if the personal information is not published, redisclosed, or used to contact any individual;

- E. Use by:
 _____ An insurer or insurance support organization, or by a self-insured entity, or an agent, employee, or contractor of the entity, in connection with claims investigation activities, antifraud activities, rating, or underwriting;
- F. Use in:
 _____ providing notice to an owner of a towed or impounded vehicle;
- G. Use by:
 _____ A licensed private investigator agency or licensed security service for a purpose permitted under this section;
- H. Use by:
 _____ An employer or an agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. Chapter 313;
- I. Use in:
 _____ Connection with the operation of a private toll transportation facility;

CERTIFICATION

I, _____, the Purchaser, do hereby certify that the intended use of the VTR database information is requested for the permitted use(s) initialed above.

 (THE PURCHASER)

BY: _____
 (Signature)

 (Name and Title)

 (Date)

Information Resources Security Compliance and Confidentiality Agreement (VTR External User)

I understand that the Texas Department of Motor Vehicles ("TxDMV") collects and maintains confidential and privileged information and permits access to data containing confidential and privileged information by contractual agreement with external users not employed by TxDMV.

I understand and agree that I will observe the standards of confidentiality that must be maintained as I exchange business and technical information and that unauthorized release of confidential information, or actions deemed negligent resulting in damages/loss of information resources¹, will result in termination of my contract and may also result in legal action.

I understand and agree that any and all information system password(s) or access procedure(s) I receive or devise for use with TxDMV's information systems are confidential and reserved for official state agency business only. I will not disclose to any unauthorized person(s)² any password(s) or access procedure(s) I am given or devise, and I will not post these procedure(s) or written password(s) where persons who are not authorized to use TxDMV's system may view them. Attempts to access and utilize TxDMV's information systems for other than their intended purposes may result in prosecution under the Computer Fraud and Abuse Act of 1986 as well as any other applicable statutes and regulations.

I understand and agree that I am responsible for all information system transactions performed as a result of access authorized by the use of my password(s) or procedure(s).

I agree **not** to attempt to circumvent information system security devices or procedures by using or attempting to use any transaction, software, files, or other resources that I am not authorized to use.

I understand that intentionally failing to observe these requirements or intentionally bypassing them may constitute a breach of information systems security as defined in the Texas Penal Code §33.02 and may result in immediate loss of information system access.

I agree to abide by all TxDMV information security policies, procedures, and practices as outlined in the *External TxDMV User Policies*, which are located at ftp://ftp.dot.state.tx.us/pub/txdot-info/isd/external_txdot_user_policies.doc

I acknowledge receipt of this agreement, understand its contents, and agree to abide by the terms set forth herein. Additionally, I have been informed that questions regarding this agreement and/or issues related to the release or disclosure of confidential information should be directed to the director of the TxDMV's Administrative Services Division.

Signature

Date

Printed Name

¹ Information resources include computer systems, telephone systems, voicemail systems, fax systems, and regular mail systems as well as the procedures, equipment, and software that are designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors.

² Unauthorized person(s) include anyone who is not bound by a written confidentiality agreement.

The Texas Department of Motor Vehicles maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.