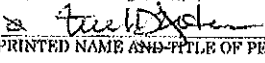



AGREEMENT NUMBER	TC07-011
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME **Department of Motor Vehicles**  
 CONTRACTOR'S NAME **American Association of Motor Vehicle Administrators (AAMVA)**
- The term of this Agreement is: **09/01/08 through 02/28/11**
- The maximum amount of this Agreement is: **\$0.00 Zero Dollars**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:  
 Exhibit A - Statement of Work 6 Page(s)  
 Exhibit B\* - General Terms and Conditions (GTC) 4 Page(s)

\* Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>American Association of Motor Vehicle Administrators (AAMVA)</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>7.25.08</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Neil D. Schuster President &amp; CEO</b>		
ADDRESS <b>4301 Wilson Blvd., Ste. 400, Arlington, VA 22203</b>		
AGENCY NAME <b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Department of Motor Vehicles</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>8/29/08</b>	Agreements under \$500,000 are exempt from DGS approval per Delegation 9L1108.DMV.HQ1
PRINTED NAME AND TITLE OF PERSON SIGNING <b>DEBBIE CASEY, IT Acquisitions Manager</b>		
ADDRESS <b>2415 First Avenue, Sacramento, CA 95818-2606</b>		

## **EXHIBIT A - STATEMENT OF WORK**

This agreement is made and entered into by and between the California Department of Motor Vehicles (DMV) and the American Association of Motor Vehicle Administrators (AAMVA). For the purposes of this agreement, AAMVA is used by DMV to access and/or support the loading of files into the National Motor Vehicle Title Information System (NMVTIS) database through a third party contractor.

### **PURPOSE**

The purpose of this agreement is to set forth the terms and conditions under which DMV and AAMVA shall exchange the transfer of vehicle title and brand information, using the Unisys File Transfer Protocol, to support the National Motor Vehicle Title Information System (NMVTIS) as established by the Anti-Car Theft Act of 1992 (P.L. 102-519) and the Anti-Car Theft Improvement Act of 1996, specifically Title 49 U.S.C. sec. 30501 et seq. (the Act). The purpose of this agreement is to form a public/private partnership with AAMVA to provide vehicle title and brand information for governmental purposes in accordance with the Act.

DMV will be responsible for converting California Vehicle Registration Title and Brand data into the required AAMVA format and transmitting the data to AAMVA in an initial load and continuing weekly updates for all new vehicle data and modified vehicle data for records previously transmitted. DMV may perform its obligations under this agreement through a contractor. DMV will use its best efforts to work towards a goal of providing this information on a daily basis. DMV will be responsible for all successful testing with AAMVA. DMV will also be responsible for resolving any format or data errors returned through the Summary, Errors and Warnings (SEW) files. Any error or warning messages and the corresponding data received from the NMVTIS update through the SEW files that are associated with possible fraudulent activity and any duplicate Vehicle Identification Number (VIN) messages will be returned to DMV.

This agreement is being initiated to identify the responsibilities of DMV and AAMVA as well as the restricted use of the data elements being provided to AAMVA for inclusion in NMVTIS.

### **SPECIAL TERMS AND CONDITIONS**

AAMVA and DMV, in consideration of the mutual interests and promises set forth herein, agree as follows:

1. DMV will share with AAMVA data, as identified in this agreement, that it collects and records regarding motor vehicle titles and brands. The DMV data remains the property of DMV and may only be disseminated as set forth herein.
2. The data listed here will be transmitted to AAMVA for inclusion in NMVTIS:
  - a. For inclusion in the NMVTIS Brand File:
    - i. VIN from the DMV VIN file.

- ii. Brand Code from the DMV VIN file converted to the corresponding NMVTIS code.
    - iii. Brand Date -- this will be the Title Issue Date from the DMV VIN file or the date the Brand was applied if a title has not been issued for the brand.
    - iv. Brander Code.
    - v. Percent of Damage -- DMV does not capture percent of damage but will work with AAMVA to establish the default for this data field.
    - vi. Percent of Damage Type -- DMV does not capture percent of damage type, but will work with AAMVA to establish the default for this data field.
    - vii. Make from the DMV VIN file or "UNKN" for non-standard VINs where the make is unknown.
    - viii. Model Year from the DMV VIN file.
  - b. For inclusion in the NMVTIS VIN Pointer File:
    - i. Title Issue Date.
    - ii. VIN from the DMV VIN file.
    - iii. Title Number -- DMV does not record a title number, but will work with AAMVA to establish the data field that will be used to distinguish the title in question.
    - iv. Model Year from the DMV VIN file.
    - v. Make from the DMV VIN file or "UNKN" for non-standard VINs where the make is unknown.
    - vi. State Titling Key will contain the VIN, Make and other distinguishing data as identified in iii above.
    - vii. Odometer Reading from the DMV VIN file. If the odometer reading from the title is not known, populate this field with "UNKNOWN." If the vehicle was exempt from odometer disclosure at the time of title, populate this field with "EXEMPT."
    - viii. Odometer Unit of Measure from the DMV VIN file. If the Odometer Reading is "UNKNOWN" or "EXEMPT", Odometer Unit of Measure will be blank.
3. AAMVA shall share data provided to it pursuant to this agreement only with governmental entities. DMV retains the ability to share data that is the subject of this Agreement with non-governmental entities in accordance with California laws and regulations. Nothing in this agreement prevents the DMV from providing the same or similar information to third parties.

4. AAMVA shall take all proper measures to prevent the unauthorized publication or dissemination of data provided under this agreement. In the event of such unauthorized publication or dissemination of data, AAMVA shall immediately provide DMV with written notice of same, and shall take all necessary steps to prevent future unauthorized use of the data.
5. In the event of any breach of the security of an AAMVA system or data base containing the personal information of California residents, AAMVA shall bear all responsibility for providing notice of the breach to the affected residents as required by California Civil Code Section 1798.29. AAMVA shall bear all costs associated with providing this notice, and shall also be responsible for providing identity theft prevention services to the affected California residents. These protections include, but are not limited to, providing credit monitoring services for each affected resident for a minimum of one year following the breach of the security of the system maintained by AAMVA.
6. If AAMVA discovers that an unauthorized party has acquired or used this data, it will notify DMV's Agreement Contact and the DMV Information Protection Services Manager, 2415 First Avenue MS F116, Sacramento, California 95818, (916) 657-6830 (phone), (916) 657-6210 (fax), within one business day.
7. DMV will not be liable for any omissions or errors in the data furnished to AAMVA or any other recipient.
8. In the event that there is a dispute regarding the terms of this agreement or its performance that cannot be resolved between DMV and AAMVA, venue shall be in courts located in California.

#### **ORDER OF PRECEDENCE**

The items listed below are incorporated by reference herein. In the event of an inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. In the event of a conflict between federal laws and the laws of the State of California, federal law shall take precedence. Where federal law is silent on a topic or where there is no conflict, California laws shall take precedence.
2. Statement of Work (SOW).
3. General Terms and Conditions (GTC-307). For purposes of this attachment only, "Contractor" shall be AAMVA.
4. Any other provisions of the agreement incorporated by reference.

#### **SEVERABILITY**

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, or part thereof if such remainder conforms to

the terms and requirements applicable law and the intent of this agreement, and to this end the provisions of this agreement are declared to be severable.

### **PERIOD OF PERFORMANCE**

Regardless of the date of signature and subject to its other provisions, this agreement shall begin on March 1, 2008, and shall remain in effect for three (3) years from the commencement date at which time the agreement shall automatically terminate unless otherwise modified or rescinded by DMV prior to the expiration date or unless extended by the parties in a subsequent written agreement.

### **LIMITATION OF LIABILITY**

DMV shall not be liable to AAMVA for any damages as a result of the sharing of data with AAMVA pursuant to this agreement.

### **ASSURANCES**

DMV and AAMVA agree that all activity pursuant to this agreement will be in accordance with all the current and future applicable local, state, and federal laws, regulations, federal licensing, accreditation, and registration requirements/standards necessary for the performance of this agreement.

### **DISCLOSURES**

AAMVA, or any other system operator designated by the federal government, shall keep an accurate accounting of the date, nature, purpose of disclosure, and recipient of any information provided under this agreement to fulfill the requirements of the Act. AAMVA or the system operator shall provide such information to the DMV upon request.

### **TERMINATION FOR CONVENIENCE**

Either party may terminate performance of work under this agreement for its convenience by delivering a thirty day Notice of Termination.

## AGREEMENT CONTACTS

The Agreement Contact for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this agreement.

AAMVA Contact	DMV Contact
Vivienne Cameron AAMVA 4301 Wilson Boulevard, Suite 400 Arlington, Va 22203  Phone: 703-908-8261 Fax: 703-xxx-xxxx E-Mail: VCameron@aamva.org	Kathleen Rose California Department of Motor Vehicles 2415 First Ave MS H213 Sacramento, Ca 95818  Phone: 916-657-7722 Fax: 916-657-6261 E-Mail: krose1@dmv.ca.gov

## POLICIES AND PROCEDURES

### NMVTIS Batch Participation

- A. The DMV will convert the required data into the AAMVA format and transmit an initial load, and ongoing weekly updates of the converted data to AAMVA on the schedule agreed upon by DMV and AAMVA.
- B. DMV will be responsible for all interactions with AAMVA, which include but are not limited to:
  - a. Working with AAMVA to coordinate activities associated with this agreement.
  - b. Working with AAMVA to develop the testing, initial load, and weekly update schedules.
  - c. Working with AAMVA to resolve issues and risks associated with the project.
- C. DMV will be responsible for all payments to a contractor retained by DMV to meet the specifications of this agreement.
- D. DMV will utilize existing help desk functions within the Department to facilitate post production resolution of issues associated with data submitted for inclusion in NMVTIS.
- E. DMV will work with AAMVA to establish an agreed upon schedule for testing and will be responsible for insuring that all required resources for testing are available and that all testing is successfully completed based on the agreed upon schedule.
- F. DMV will be responsible for insuring that format and data errors identified by AAMVA through the SEW file are corrected and resubmitted within three business days.
- G. DMV will be responsible for participating in the NMVTIS Working Group until the process established for California data being successfully transmitted to AAMVA for inclusion in NMVTIS is complete.

H. AAMVA will be responsible for:

- a. Receiving and loading any data transmitted by DMV into either a testing database for the purposes of testing, or into the NMVTIS database for the initial load, and for weekly updates of any new or modified records.
- b. AAMVA shall provide test results to DMV for review prior to implementation into production.
- c. Identifying and transmitting to DMV any error and warning messages identified during the testing process, from the initial load and from the weekly updates within three business days from the date the errors and warnings are identified by AAMVA.
- d. Receiving and loading into NMVTIS any corrected records submitted by DMV.
- e. All security of DMV data transmitted to AAMVA, as well during the storage of the data on NMVTIS.
- f. Providing access to DMV data only for authorized governmental purposes as specified in the Act.