

**MEMORANDUM OF UNDERSTANDING  
FOR DRIVER RECORDS UNDER TEX. TRANSP. CODE CHAPTERS 521 AND 730**

This Memorandum of Understanding (MOU) is entered into between the Department of Public Safety of the State of Texas (DPS) and \_\_\_\_\_ (Governmental Entity) collectively referred to as the Parties under the authority of Tex. Transp. Code Chapters 521 and 730. DPS will deliver Driver Records in an electronic format to Governmental Entity, subject to the following terms and conditions.

**I. BACKGROUND**

**A. Texas Law**

Texas law authorizes DPS to: (1) provide Driver Records individually and in bulk for specified permissible purposes; and (2) establish an Interactive System to provide the release of Driver Records.

Texas law requires each prospective Governmental Entity to execute a written agreement containing safeguards DPS considers necessary or reasonable to ensure that Driver Records obtained are used only for permissible purposes and that the rights of individuals and DPS are protected before the Governmental Entity receives any Driver Records.

**B. State and federal law**

State and federal law, including the federal Driver's Privacy Protection Act of 1994 (18 U.S.C. § 2721 *et seq.*) and the Texas Motor Vehicle Records Disclosure Act (Tex. Transp. Code § 730) extend privacy protections to Personal Information maintained in the files of state motor vehicle agencies such as DPS.

**C. Interactive System for Driver Records**

The Interactive System for Driver Records, by which DPS supplies Driver Records in an electronic format including real-time and batch web-based applications, is operated and controlled by a State of Texas vendor. The State of Texas vendor is the duly authorized service agent of DPS responsible for processing electronically submitted Driver Records requests and delivering Driver Records in a secure, electronic format utilizing the Interactive System. The State of Texas vendor is obligated to specific performance level requirements. As such, the State of Texas vendor has the authority to suspend any Governmental Entity account or access to the Interactive System when such access compromises the operation of the Interactive System. Suspension of such account or access will continue until the compromising condition is resolved to the satisfaction of DPS.

**II. DEFINITIONS**

- A. Driver Records** means a record that pertains to a motor vehicle operator or driver license or permit, or identification document issued by DPS for all license holders in Texas as described in Tex. Transp. Code § 521.050.
- B. Personal Information** means information that identifies an individual, including but not limited to an individual's date of birth, driver license number or identification card number, name, and address.

**III. CERTIFICATION OF PERMISSIBLE USE(S)**

By signing this MOU, the Governmental Entity, certifies compliance with all provisions of the federal Driver's Privacy Protection Act of 1994, the Texas Motor Vehicle Records Disclosure Act, and with all other state and federal laws applicable to this MOU. The Governmental Entity certifies that its use of Driver Records obtained under this MOU is for the following permissible purpose(s) only and for no others.

Check all that apply:

- 1. For use in connection with any matter of:
  - (a) motor vehicle or motor vehicle operator safety;
  - (b) motor vehicle theft;
  - (c) motor vehicle emissions;
  - (d) motor vehicle product alterations, recalls, or advisories;
  - (e) performance monitoring of motor vehicles or motor vehicle dealers by a motor vehicle manufacturer;
  - (f) removal of non-owner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of: the Automobile Information Disclosure Act, 15 U.S.C. Section 1231 *et seq.*; 49 U.S.C. §§ 301, 305, 323, 325, 327, 329, and 331; the Anti Car Theft Act of 1992, 18 U.S.C. §§ 553, 981, 982, 2119, 2312, 2313, and 2322; 19 U.S.C. §§ 1646b and 1646c; and 42 U.S.C. § 3750a *et seq.*, all as amended; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, as amended; and any other statute or regulation enacted or adopted under or in relation to a law included in this subsection;
  - (g) child support enforcement under Tex. Family Code § 231; or
  - (h) enforcement by the Texas Workforce Commission under Title 4, Labor Code.
- 2. For use by a government agency, including any court or law enforcement agency, in carrying out its functions or a private person or entity acting on behalf of a government agency in carrying out the functions of the agency.
- 3. For use in connection with a matter of:
  - (a) motor vehicle or motor vehicle operator safety;
  - (b) motor vehicle theft;
  - (c) motor vehicle product alterations, recalls, or advisories;
  - (d) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers;
  - (e) motor vehicle market research activities, including survey research; or
  - (f) removal of non-owner records from the original owner records of motor vehicle manufacturers.
- 4. For use in the normal course of business by a legitimate business or an authorized agent of the business, but only to verify the accuracy of Personal Information submitted by the individual to the business or the authorized agent of the business; and, if the information is not 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.
- 5. For 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.

- 6. For use in research or in producing statistical reports, but only if the Personal Information is not published, re-disclosed, or used to contact any individual.
- 7. For use by an insurer or insurance support organization, or by a self-insured entity, or an authorized agency of the entity in connection with claims investigation activities, antifraud activities, rating, or underwriting.
- 8. For use in providing notice to an owner of a towed or impounded vehicle.
- 9. For use by a licensed private investigator agency or licensed security service for a purpose permitted as stated in this MOU.
- 10. For use by an employer or an authorized 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. § 313.
- 11. For use in connection with the operation of a private toll transportation facility.
- 12. For use by a consumer reporting agency, as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*), for a purpose permitted under that Act.
- 13. For use in the prevention, detection, or protection against personal identity theft or other acts of fraud. Prior to release of Personal Information, DPS may require additional information.
- 14. For any other purpose specifically authorized by law that relates to the operation of a motor vehicle or to public safety. Provide the statutory authority:  
\_\_\_\_\_.

Governmental Entity must restrict access to, use of, and disclosure of Driver Records, including Personal Information, to designated personnel solely for the purposes as identified in this MOU. Access to and use of Driver Records by the Government Entity's personnel that are not authorized is strictly prohibited. Any access, use, or disclosure not required for the purposes of this MOU or for any unofficial purpose is strictly prohibited. Violation of the federal Driver's Privacy Protection Act or the Texas Motor Vehicle Records Disclosure Act may result in civil and criminal penalties.

**IV. RESPONSIBILITIES OF GOVERNMENTAL ENTITY**

**A. Resell or Re-disclosure**

Governmental Entity will not resell or re-disclose Personal Information obtained under this MOU to third parties in the identical or a substantially identical format. Governmental Entity may resell or re-disclose Personal Information only for a use authorized by Tex. Transp. Code, § 730.007, and in compliance with the sections of this MOU entitled "Record Creation and Retention" and "Provide Copies of Records and Notification of Release." Personal Information under the Driver's Privacy Protection Act and the Texas Motor Vehicle Records Disclosure Act is excepted from disclosure under the Texas Public Information Act.

**B. Record Creation and Retention**

If Governmental Entity legally resells or re-discloses Personal Information obtained from Driver Records under this MOU, Governmental Entity must create a record identifying each person or entity that obtained Personal Information from Governmental Entity and the legally permissible purpose for which Driver Records were obtained. Governmental Entity must ensure that any third party to whom it releases any Driver Records will comply with all federal and state laws on the release of the information and all terms, conditions, and obligations of this MOU. Governmental Entity must retain such records for a period of not less than seven years following transfer of Driver Records to the third party of the following: the name of any person or entity to whom the release was made; the date the

release was made; the permitted use for which Driver Records were released; the written agreement with the third party; and contact information for the person or entity Driver Records were released to.

**C. Unauthorized Disclosure**

Governmental Entity will immediately, but no later than two calendar days, notify DPS of any inadvertent or unauthorized release, disclosure, breach, or compromise of Driver Records obtained under this MOU as soon as Governmental Entity knows or should have known of such unauthorized or inadvertent release, disclosure, breach, or compromise of security. This obligation applies whether the action or omission was by Governmental Entity, its employees or agents, or by any person or entity that acquired Driver Records from Governmental Entity, either directly or indirectly. Governmental Entity must notify DPS of any breach of system security as required by Tex. Bus. & Comm. Code § 521.053(c), and will cooperate fully with DPS in any investigation required by this statute.

**D. Consumer Protection**

Driver Records furnished under this MOU will not be used by Governmental Entity to engage in any method, act, or practice that is unfair or deceptive, nor will Driver Records be used for marketing, solicitations, or surveys not authorized by law.

**E. Direct Access to Driver Records**

No member of the public or any person outside the direct employ or control of Governmental Entity will be permitted direct access to Driver Records through Governmental Entity under this MOU for any reason other than Governmental Entity's intended and legitimate use of Driver Records.

**F. Provide Copies of Records and Notification of Release**

If Governmental Entity re-discloses any Driver Records obtained under this MOU to a third party, Governmental Entity must provide access to or copies of those records required in the section of this MOU entitled "Record Creation and Retention" to DPS immediately upon DPS's request. DPS retains the right to require the records in any applicable format, including electronic or paper. Governmental Entity will bear the expense of providing this information to DPS, including any postage or shipping charges.

**G. Assignability**

Governmental Entity will not assign, license, or transfer any of its rights, duties, and obligations under this MOU without the prior written consent of DPS. An attempted assignment in violation of this section is null and void. Any approved assignment will not relieve the assignor of any liability or obligation under this MOU.

**V. TERM of MOU**

The effective date of this MOU will begin on the execution date and will continue in effect until four years from the execution date.

**VI. CONSIDERATION**

Under Tex. Transp. Code § 521.049, DPS will not charge a fee for Driver Records disclosed to a law enforcement or other governmental agency for an official purpose, unless the government agency requests Driver Records sold in bulk for research purposes. If Governmental Entity wishes to obtain Driver Records for research, it must first enter into a separate contract with DPS to purchase Driver Records for a fee.

**VII. TERMS AND CONDITIONS**

**A. Termination**

1. **For Convenience:** either Party may terminate this MOU for convenience at any time for any reason by giving the other Party 30 calendar days’ written notice. If a Party elects to terminate this MOU for convenience, all unfilled obligations will remain in full force. In no event will termination for convenience by DPS give rise to any liability whatsoever on the part of DPS.
2. **For Cause:** DPS may immediately terminate this MOU for cause for any violation of the terms of this MOU or for any violation of any state or federal law or regulation relating to the subject matter of this MOU. DPS will provide Governmental Entity with written notice to terminate this MOU, which termination will become effective immediately upon Governmental Entity’s receipt of the notice. If this MOU is terminated for cause, DPS may refuse to provide Driver Records to Governmental Entity in any format.
3. **Mutual Termination:** this MOU may further be terminated by mutual agreement and consent, in writing, by both Parties.

**B. Amendments**

DPS may amend the terms and conditions of this MOU from time to time in order to accommodate changes in the records or information furnished under this MOU and for other reasons deemed appropriate by DPS. No modification or amendment to this MOU will become valid unless in writing and signed by both Parties. All correspondence regarding modifications or amendments to this MOU will be forwarded to DPS for prior review and written approval. Only an authorized representative or an authorized designee will be authorized to sign changes or amendments.

**C. Notice**

Any notice required or permitted under this MOU must be directed to the Parties at the addresses shown below. The following contact person is designated by Governmental Entity to receive all notices regarding this MOU.

DPS License and Record Service / Online Services	P.O. Box 4087 Austin, TX 78773-0360	PH: 512-424-5967 FAX: 512-424-7456	e.commerce@dps.texas.gov
Contact Name and Title	Address	PH: FAX:	E-mail
Alternate Point of Contact Name and Title	Address	PH: FAX:	E-mail

Notices to the Parties at the addresses shown above will be deemed received: (i) when delivered in hand and a receipt granted; (ii) three calendar days after it is deposited in the United States mail by certified mail, return receipt requested; or (iii) when received if sent by confirmed facsimile or confirmed email. Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided above, specifying the new address and/or

individual and the date upon which it will become effective.

**D. Compliance with Law**

The Parties will comply with all local, state, and federal laws and regulations applicable to the subject matter of this MOU, including but not limited to, the federal Driver's Privacy Protection Act of 1994 and the Texas Motor Vehicle Records Disclosure Act.

**E. Survival**

Any provisions of this MOU that impose continuing obligations on the Parties, including the following, will survive the expiration or termination of this MOU for any reason: confidentiality and security obligations; notice regarding any unauthorized disclosure or breach; resell or re-disclosure obligations; audit obligations; and any other provision that imposes a continuing obligation on Governmental Entity.

**F. Change of Status**

This MOU will automatically terminate if Governmental Entity ceases to exist, substantially changes the nature of its governing business, or if it ceases to qualify for Driver Records under the permissible use(s) certified in the section of this MOU entitled "Certification of Permissible Uses(s)." Governmental Entity must immediately notify DPS in writing of any such change in status.

**G. No Liability for Employees and Officers**

Each Party to this MOU will have no liability whatsoever for the actions or omissions of an individual employed or contracted by the other Party, regardless of where the individual's action or omissions occurred. Each Party is solely responsible for the actions or omissions of its employees and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage results from the joint or concurring acts or omissions of the Parties; liability, if any, will be shared by each Party in accordance with the applicable laws of the State of Texas, and subject to all defense, including governmental immunity. These provisions are solely for the benefit of the Parties to this MOU and not for the benefit of any person or entity not a Party to this MIOU; nor will any provision of this MOU be deemed a waiver of any defenses available by law.

**H. Incorporation of Other Documents**

This MOU, including "Attachment A, Governmental Entity Information Form," constitutes the entire agreement between the Parties with regard to the matters made the subject of this MOU. There are no verbal representations, inducements, agreements, understandings, representations, warranties, or restrictions between the Parties other than those specifically set forth within this MOU.

**I. Acknowledgements and Disclaimer**

Governmental Entity acknowledges that DPS is furnishing Driver Records on an "as is" basis and DPS makes no representation or warranty as to the accuracy of any Driver Records furnished. DPS expressly disclaims responsibility for any failure to deliver Driver Records in a timely manner, or at all, in the event of staff shortages, failures of appropriations, breakdown of equipment, compliance with new or amended laws, acts of authority exercised by a public official, acts of God, or other circumstances which may delay or preclude furnishing Driver Records in a timely fashion. If Driver Records are not furnished, DPS has no further responsibility or liability to Governmental Entity with respect to undelivered Driver Records and has no liability or responsibility whatsoever for delayed Driver Records.

**VIII. TYPE OF DRIVER RECORDS TO BE RELEASED:**


**IX. SIGNATURE AUTHORITY AND EXECUTION**

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

**DEPARTMENT OF PUBLIC SAFETY:**

**GOVERNMENTAL ENTITY:**

Authorized Signatory \_\_\_\_\_

Authorized Signatory \_\_\_\_\_

\_\_\_\_\_  
Name and Title

Linda Boline, SR. Manager

\_\_\_\_\_  
Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT A  
GOVERNMENTAL ENTITY INFORMATION FORM**

**Nature of the Governmental Entity's Activities:**

**List all Social Media accounts used or possessed by Governmental Entity:**

**Intended use of Driver Records obtained from DPS (Describe how the exemption qualifies for obtaining Driver Records):**

**If Governmental Entity intends to release Driver Records obtained from DPS, explain what safeguards and assurances are in place to meet the requirements of this MOU:**

**If Governmental Entity does not intend to release Driver Records to another entity, check this box .**