



REGISTRY OF MOTOR VEHICLES

Interstate Permit Transceivers Contract and Supplemental Agreement

Registry of Motor Vehicles · IRP Section
PO Box 55889 · Boston, MA 02205-5889 · PHONE: 857-368-8120

This Interstate Permit Transceiver Contract and Supplemental Agreement (hereinafter “Contract”) 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 _____, hereafter referred to as “Provider.” whose main business address is:

WHEREAS, pursuant to the provisions of Massachusetts General Law, Chapter 90, Section 2, (M.G.L. c.90, §2), the Commonwealth of Massachusetts, through its RMV, is a member of the International Registration Plan, (hereafter “the Plan” or “IRP”), an agreement providing for registration reciprocity to fleets of apportionable vehicles¹ among member jurisdictions; and

WHEREAS, pursuant to the provisions of M.G.L. c. 64F, §5A, the Commonwealth of Massachusetts, through its Department of Revenue, is a member of the International IFTA Tax Agreement (hereafter IFTA), an agreement that allows a motor carrier to obtain one IFTA tax license, issued by their base jurisdiction, authorizing them to travel in all IFTA member jurisdictions; and

WHEREAS, apportioned vehicle(s)¹ not registered in in Massachusetts, having a commercial plate type that is qualified and not registered under the IRP and is requesting travel within and through Massachusetts must purchase a 72-hour Temporary Registration Permit, hereafter “72-Hour Permit” prior to entry into Massachusetts, and apportioned vehicle(s) which are not licensed under the IFTA Agreement must purchase a single 72-Hour Temporary Motor IFTA Permit, hereafter “IFTA Trip Permit.” A combination permit is also available which includes both, a 72-Hour Trip Permit and a IFTA Trip Permit prior to entry into Massachusetts; and

WHEREAS, the RMV is the sole legally authorized issuing agency for original permit numbers and temporary trip permits for use in Massachusetts and, by agreement with the Commissioner of Revenue, is a lawfully authorized issuing agency for temporary trip permits for use in Massachusetts, the RMV wishes to provide an easily accessible one-stop system to facilitate the purchase of 72-Hour and IFTA trip permits, and a combination version of both, through outside agencies at convenient places throughout the continental United States for the benefit of members of the trucking industry traveling into Massachusetts; and

¹ “Apportioned Vehicle” means (except as provided below) any Power Unit that is used or intended for use in two or more member jurisdictions and that is used for the transportation of persons for hire or designed, used, or maintained for the transportation of property and,

(i) has two Axles and a gross Vehicle weight or registered gross Vehicle weight in excess of 26,000 pounds (11,793.401 kilograms), or

(ii) has three or more Axles regardless of weight, or

(iii) is used in combination, when the gross vehicle weight of such combination exceeds 26,000 pounds (11,793.401 kilograms).

WHEREAS, Provider represents that it is a “transceiver” as that term is known in the trucking industry and is equipped to provide an accessible and convenient method by which Commercial Motor Vehicle Owners/Operators may purchase authorized Massachusetts 72-Hour and IFTA Trip Permits, and a combination permit, outside of Massachusetts at their locations throughout the continental United States; and

WHEREAS, pursuant to Title 49 U.S.C. Part 350.207(a)(24), Provider has knowledge of applicable Federal Motor Carrier Safety Regulations (FMCSRs), Hazardous Material Regulations (HMRs), or compatible State laws, regulations, standards, and orders on Commercial Motor Vehicles (hereafter CMV) safety. Provider will collect from the carrier the United States Department of Transportation Number (hereafter USDOT) for all 72-Hour Permit and combination permits. Provider will list the USDOT number on all 72-Hour Permits and combination permits were indicated on the form(s). Provider must verify with The Federal Motor Carrier Safety Administration (hereafter FMCSA) the USDOT is active and does not have a Federal Out of Service Order (hereafter OOSO). Provider shall not issue a 72-Hour Permit or combination permit to any carrier that has an OOSO with FMCSA.

NOW, THEREFORE, in consideration of the mutual benefits between the RMV and Provider, and subject to the terms and conditions set forth herein, it is hereby agreed as follows:

1. SUPPLEMENTAL AGREEMENT

The “Parties” to this agreement are the RMV and _____, a company engaged in the business of providing certain services to motor carriers and individual truckers. The agreement, in its entirety, is composed of both the Commonwealth of Massachusetts Standard Contract Form, including Commonwealth Terms and Conditions, and this Attachment, hereafter called “Supplemental Agreement.” Both the Standard Contract Form and Supplemental Agreement must be signed and dated by the Parties. To the extent that a term or condition in this Supplemental Agreement is inconsistent with or in conflict with a provision of the Standard Contract Form, the provision(s) of the Standard Contract Form shall be controlling. A term or condition in this Supplemental Agreement that is specific to trip permits and is not in direct conflict with or inconsistent with a provision in the Standard Contract Form or its Commonwealth Terms and Conditions shall be controlling.

RMV presently makes 72-Hour, IFTA and combination trip permits available for sale directly to providers. However, since truckers who need such permits must obtain them prior to the vehicle’s entry into Massachusetts, the purpose of this agreement is to facilitate the availability of all three types of permits outside of Massachusetts at locations that are convenient to members of the trucking industry.

2. EFFECTIVE DATE & TERMINATION DATE

This agreement shall take effect from the date of its execution when signed by the RMV. The Contract/ Agreement shall terminate at 11:59 pm on **December 31, 2028**, unless sooner terminated as provided herein. This agreement may be terminated by either party upon thirty (30) days written notice to the other, subject however to the terms and conditions herein regarding the payment of all charges, fees and costs, accrued or owing to RMV. Termination of this agreement by either party or by operation of law or by the terms of the agreement itself shall not terminate, relieve or excuse Provider, its surety or any bond given in connection herewith from liability for or payment of all sums due or

owing to RMV. PROVIDED HOWEVER, that the RMV may suspend or terminate this agreement, at its option, at any time for Provider's failure to abide by the terms and conditions of this agreement, including but not limited to, whenever RMV has a reasonable basis to believe that monies owing to RMV may be in jeopardy or overdue by more than 24 hours. RMV shall give Provider notice of the fact of such suspension or termination in any manner deemed reasonably expedient by RMV. If RMV suspends this agreement it shall not reinstate Provider, if at all, until it is satisfied that Provider has come into compliance and RMV is further satisfied that Provider has adequately addressed and corrected the problem(s) that caused the suspension. If RMV terminates this agreement, Provider shall be given an opportunity for a hearing within 10 days of termination at RMV Headquarters in Quincy, Massachusetts upon receipt of Provider's written request.

3. PROVIDER'S RESPONSIBILITIES UPON TERMINATION, PENALTIES

Upon suspension or termination of this agreement, provider shall immediately cease issuance, purchase, and delivery and/or transmission of any 72-Hour IRP, IFTA or combination trip permit for use in Massachusetts. Provider shall immediately make a full accounting of all permits purchased or issued along with permit numbers for which RMV has indicated its concerns. Failure to satisfactorily account for all such permits and permit numbers, to the satisfaction of RMV within 10 days from the date of suspension or termination shall be subject to the Provider to liquidated damages of \$100, payable to RMV within ten (10) days, for each permit or permit number which was originally issued by RMV to Provider but which has not been accounted for to the satisfaction of RMV payable to RMV within ten (10) days. Any monies due and owing RMV as a result of sales of permits made by Provider pursuant to this agreement shall be paid to RMV within 10 days of suspension or termination.

4. PROCEDURE FOR ISSUANCE OF PERMITS

Provider must register for access for to the Interstate Permit Transceiver Portal via the [RMV's Community Portal](#)². Once the RMV has approved access and upon request and payment by Provider, RMV shall issue and assign to Provider for reissuance and electronic transmission in a form approved by RMV, original issue permit numbers for 72-hour temporary, IFTA or a combination version of both permits, for travel within and through Massachusetts by apportionable vehicle(s) not registered with IRP or licensed by IFTA. Provider shall pay the required fee to RMV by ACH or Credit Card, in advance, for each permit number issued. In the event of default or dishonor of any such form of payment, Provider shall be fully liable to the RMV for payment in full. Payment shall be fully secured by a bond, if one is required, or other security as required herein. Provider shall not be entitled to a refund of fees paid to RMV for permits, provided, however, that if this agreement is suspended or terminated by RMV and Provider makes a full accounting of all issued permit numbers assigned to Provider that is to the satisfactory to RMV. At that time, the RMV may refund those fees paid by Provider identified only to permits assigned to provider but not issued or transmitted by Provider, less any amounts or indebtedness due to the RMV.

5. REISSUANCE OF TRIP PERMIT BY PROVIDER, FEES AND CHARGES

When Provider reissues or transmits a 72-hour IRP, IFTA or combination trip permit, originally issued by RMV, Provider shall not charge or collect from the owner, operator or the agent of the vehicle for which such permit is issued, more than the dollar amount of the permit fee assessed to

² <https://madotrmv-crm.my.site.com/massdotrmv/s/login/?ec=302&startURL=%2Fmassdotrmv%2Fs%2F>

Provider set by the RMV for the original permit number. Provider shall not be prevented by the terms of this agreement from assessing a reasonable fee or charge for its services rendered in reissuance and transmission of the IRP, IFTA or combination trip permit, but such fee or charge must be separately stated and in no event shall provider expressly or impliedly represent that the additional fee or charge, or any portion thereof, is payable to or authorized or required by RMV. RMV shall not be liable for any of Provider's costs in reissuance or transmission of the permit, or in return of permits or permit numbers to RMV, nor shall RMV be responsible for or assist Provider in collection efforts from truckers who have not paid Provider.

6. RESPONSIBILITIES OF PROVIDER

Provider must agree to pay RMV, in advance, for all IRP, IFTA or combination trip permits, or original trip permit numbers purchased by Provider for use in Massachusetts.

- I.** Reissue and transmit all IRP, IFTA or combination trip permits purchased by Provider for use in Massachusetts in a timely manner and only in a format approved by RMV.
- II.** Maintain electronic and/or telecommunications access to the trucking industry on a 24-hour per day, 7-day per week basis for the sale of IRP, IFTA or combination trip permits for use in Massachusetts.
- III.** Maintain communication with the RMV via electronic and/or telecommunications regarding business or portal related issues of 72- Hour including address or contact changes, IFTA or combination trip permits for use in Massachusetts.
- IV.** Only reissue and transmit 72- Hour IRP, IFTA or combination trip permits for use in Massachusetts that contain an original trip permit number issued by RMV and issue only one permit for each original number issued for that type of permit.
- V.** Design, implement and monitor a security system to prevent Provider, its employees or others from:
 - a.** issuing, re-selling or otherwise making available to another "transceiver" or another person or entity for the purpose of re-issuance or re-sale for the use of members of the trucking industry, trip permit numbers issued by RMV to Provider.
 - b.** issuing or transmitting permits and/or permit numbers for use in Massachusetts not authorized or issued by RMV or paid for by Provider.
 - c.** reissuing or transmitting duplicate permits and/or duplicate permit numbers originally issued by RMV to Provider for use in Massachusetts.
- VI.** Maintain a spreadsheet following guidelines provided by the RMV of all 72- Hour, IFTA or combination trip permits or original permit numbers for use in Massachusetts issued by RMV to Provider. Spreadsheet must be sent to the RMV by email or uploaded on the Transceiver Portal, of each 72-Hour, IFTA or combination trip permit issued for use in Massachusetts by Provider for all permits issued the previous week. The spreadsheet shall contain, in this order, Permit Number, Date issued, Company sold to, State, Plate Number, Year, Make, Full VIN, Valid from, Valid to. The spreadsheet shall be due to RMV by 5:00 PM on the Monday following the week in which such permits were issued, or on Tuesday if Monday is a holiday in Massachusetts by uploading to the transceiver Portal. If no permits were issued by Provider the previous week for use in Massachusetts, indicate such fact by email, by 5:00 PM on the Monday following that week.
- VII.** Maintain complete records of all 72-Hour, IFTA or combination trip permits issued and transmitted by Provider for use in Massachusetts and keep such records available for audit for a period of at least three (3) years from the date of issuance.

- VIII.** Purchase and report 72-Hour, IFTA, and/or combinations trip permits on the Interstate Permit Transceiver Portal.
- IX.** Ensure that for each 72- Hour IRP, IFTA or combination trip permit issued for use in Massachusetts that the permit clearly and conspicuously discloses the weekday, date and time of issuance and the weekday, date and time of expiration; Print each issued permit in conformity with the format approved by RMV and make no alterations in such format unless approved by RMV.
- X.** Provide a list of your employees/agents who are authorized to reissue 72-Hour IRP, IFTA or combination trip permits for use in Massachusetts on the effective date of this agreement. Update the list as needed but not less than once each year and forward the updated list to the RMV's representative as designated by this agreement or as appointed by the Registrar, on the anniversary date of this agreement.
- XI.** Provider must adhere and have knowledge of the FMCSA rules and regulations.
 - Provider must ensure that motor carriers applying for permits have an active valid United State Department of Transportation (USDOT) number.

7. RESPONSIBILITIES OF RMV

- I. Maintain business hours in IRP Processing Center from 8:30 to 5:00 pm, Monday through Friday, except on state, federal and county holidays.
- II. Issue permit numbers, upon request and upon receipt of proper payment, for each separate type of IRP, IFTA or combination trip permit for use in Massachusetts containing a unique identifying letter/number sequence for each type of permit.
- III. Allow Provider to print a facsimile image of each type of 72-Hour, IFTA or combination trip permit, as needed and as authorized by RMV, and include an original permit number on the face of each permit and include other information required by RMV.
- IV. Provide access to the Transceiver Portal.
- V. Provide logins to the Transceiver Portal, for Provider and its employees upon request and approval.

8. AUDITS

All books and records kept and maintained or required to be kept and maintained by Provider shall be subject to audit and inspection by RMV regardless of the location of said records. All such books and records shall be made available for audit and inspection during normal business hours and shall be provided or made available upon twenty-four hours' notice. The reasonable costs and expenses incidental to such audits and inspection, including costs of travel, lodging, meals and other reasonable and necessary expenses of RMV's auditors shall be borne and paid for by Provider. At Provider's option and within the above time limitation, said books and records may be produced for audit and inspection at RMV's offices in Quincy, Massachusetts. Audit costs and charges shall be billed to Provider as soon as practicable after completion of audit, which charges shall be paid by Provider within thirty (30) days of billing.

9. NON-ASSIGNABILITY

Provider shall not assign, transfer, convey, or sublet this agreement or any right, title or interest herein without the prior written approval of RMV.

10. LAW GOVERNING

As indicated in paragraph 14 of Commonwealth Terms and Conditions, the law governing this Standard Contract Form and Supplemental Agreement shall be the law of the Commonwealth of Massachusetts regardless of where the documents or either of them is signed.

11. ACKNOWLEDGMENT

By signing this document, the Parties agree that the Standard Contract Form and Supplemental Agreement constitute the entire understanding of the Parties in regard to the subject matter contained herein.

12. SIGNATURES

(Effective date and termination date are as indicated in paragraph #2).

For the Massachusetts Registry of Motor Vehicles:

By: _____
Signature of Designee Date signed

Felicia Okonkwo
Assistant Registrar of Vehicle Services
Registry of Motor Vehicles

Felicia.Okonkwo@dot.state.ma.us
Tel: 857-368-9104
FAX: 857-368-0821

The above signatory is designated as the principal authorized representative of the Registrar for this agreement and shall have the responsibility of coordinating the RMV's obligations and enforcing this agreement. Such designee may be changed during the period of this Permit at the discretion and convenience of the Registrar.

Notices: Hand Deliveries addressed to the Director of Registrations & Titles should be addressed to him/her at: RMV, 25 Newport Avenue Extension, Quincy, MA 02171. Unless a hand-delivery is required, notices required to be sent by the Provider to the RMV's designee should be addressed directly to the designee at the above Boston address, **with a copy to: General Counsel, RMV P.O. Box 55889, Boston, MA 02205-5889.**

For Provider:

Business Name of Provider (include d/b/a)

Address:

P.O. Box (if any) City State Zip Code

FID Number

by: _____
Signature of Designee Date signed

Printed Name & Title Telephone Number

Designee's email address Designee's FAX Number

Unless otherwise specified, the above signatory/designee is designated as the principal authorized representative of Provider and shall have the responsibility of coordinating the Provider's obligations under this agreement. Such designee may be changed during the period of this agreement and written notice must be provided to the RMV's designee within 10 days of such change. **Notices:** Notices required to be sent by the RMV's designee shall be sent to the Provider's designee at the above address.
