Electronic Vehicle Registration (EVR) Program Permit

Registry of Motor Vehicles · EVR Program
P.O. Box 55889 · Boston, MA 02205-5897

I. General

Legal Business Name: _____

DBA: _____

a. Scope

This Permit is issued by the Registry of Motor Vehicles ("RMV") to enable access to the RMV Electronic Vehicle Registration Program ("EVR Program") and applies to the following listed types of Permit Holders. Except for a term or terms of the Permit, which are meant to apply to a particular type or class of Permit Holder to the exclusion of others, the terms of this Permit apply to all Permit Holders.

This Permit, together with the Agreement for Access to Records and Data Maintained by the Registry of Motor Vehicles ("Access Agreement"), the EVR Business Specifications and the EVR Technical Specifications (collectively referred to as "Program Specifications"), as they may be amended from time to time, establish the obligations and responsibilities of the Permit Holder and supersede all other prior written or oral agreements, permits, or understandings between the parties with respect to the subject matter thereof . The provisions of the Program Specifications are hereby incorporated by reference into this Permit.

In the event there is a conflict between the terms of this Permit and the terms of the Program Specifications, the terms of this Permit shall control; provided, however, that the existence of additional or more specific requirements in the Program Specifications shall not be considered a conflict; and to the extent performance of the requirements of both the Permit and the Program Specifications is reasonably possible, no conflict shall be deemed to exist. In the event of a conflict between the terms of this Permit and the Access Agreement, the terms of this Permit shall take precedence with respect to any EVR services performed pursuant to this Permit; provided however that to the extent performance of the requirements of both this Permit and the Access Agreement is reasonably possible, no conflict shall be deemed to exist.

b. Types of Permit Holders

1. Dealers:

i. Class 1 dealer: A franchisee of a manufacturer of new motor vehicles for motor vehicles sold by the dealer. The Permit Holder will provide certain titling and registration services, including receiving applications for the titling and registration of motor vehicles, issuing motor vehicle registration plates and/or decals, registration plate renewals, cancellations, and other such transactions as the Program Specifications allow, collecting fees and other monies associated with the transactions subject to the terms hereof. A Class 1 dealer Permit Holder may provide EVR Program services for vehicles which are sold by an Out-of-State (OOS) dealer and delivered to customers through Permit Holder. Permit Holder shall comply with all rules and procedures established by the RMV for processing such transactions.

ii. Class 2 dealer: A dealer of used motor vehicles for motor vehicles sold by the dealer. The Permit Holder will provide certain titling and registration services, including receiving applications for the titling and registration of motor vehicles, issuing motor vehicle registration plates and/or decals, registration plate renewals, cancellations and other such transactions as the Program Specifications allow, collecting fees and other monies associated with the transactions, subject to the terms hereof. A Class 2 dealer Permit Holder may provide EVR Program services for vehicles which are sold by an out-of-state dealer and delivered to customers through Permit Holder. Permit Holder shall comply with all rules and procedures established by the RMV for processing such transactions.

2. Insurance Agent/Provider: A licensed insurance agent or Insurance Company may provide certain titling and registration services, including receiving applications for the titling and registration of motor vehicles, registration renewals, cancellations, and other such transactions as the Program Specifications may allow collecting fees and other monies associated with the transactions subject to the terms hereof.

3. Fleets: All fleet owners, fleet managers, fleet lessors, and member based organizations that process motor vehicle transactions for their members may perform titling and registration services for vehicles in their own fleet, for their managed fleets, for leased fleets or for their members, including processing applications for the titling and registration of its motor vehicles, registration renewals, cancelations, and other such transactions as the Program Specifications allow, collecting/ paying fees and other monies subject to the terms hereof. Member based organizations may not process any registration transactions or transaction types for non-members other than those approved by the RMV. In this instance, the RMV will create and list the approved non-members in a new Appendix B of the Permit Holder's Permit. Any proposed additions or changes to Appendix B requires the written approval of the RMV and must be submitted in writing to the Director of Registration and Title for approval. The RMV shall use its best efforts to accept, reject or modify said proposal within fourteen (14) business days

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from receipt. Fleet owners may not process any transactions by or for a proposed new fleet until approval is granted by the RMV via the same process outlined above.

c. Definitions

All capitalized terms used in this Permit, but not otherwise defined, shall have the following meanings:

1. **"Individual EVR Participants"** shall mean those employees or agents of a Permit Holder who have been approved by the RMV to process EVR Program transactions on behalf of the Permit Holder, and who have been issued the necessary security codes to obtain access to the EVR Program system software.
2. **"Permit Holder(s)"** shall mean the place of business which has contracted with the Service Provider and issued a Permit by the RMV for participation in the EVR Program.
3. **"Program Specifications"** shall mean RMV published EVR Technical and Business Manuals and Service Provider Business Specifications and any other documentation that outlines the detailed requirements for the EVR Program.
4. **"RMV Assets"** shall mean those RMV supplies provided to a Permit Holder for use in connection with processing EVR Program transactions, including but not limited to registration certificates, registration number plates, title forms and decals.
5. **"Requestor"** shall mean the Permit Holder for purposes of this Permit and the Access Agreement.
6. **"Service Provider"** shall mean the entity that, based on the Program Specifications, is authorized to directly interface with the RMV to process EVR transactions.

d. Term

Subject to earlier termination or revocation pursuant to Section VI, this Permit shall be in effect for three (3) years from the date of its execution by the Permit Holder. The RMV will notify the Permit Holder on two separate occasions in the thirty (30) day period prior to the expiration of this Permit via the Permit Holder's email, as provided. If the Permit Holder does not renew its Permit prior to its expiration date, all access will terminate on that date. However, nothing herein contained obligates the RMV to so extend the Permit, nor limits the rights of the RMV to terminate, revoke or suspend the Permit in accordance with Section VI.

e. Data Access Agreement

The Permit Holder certifies that it has executed an Access Agreement, the provisions of which are hereby expressly incorporated by reference herein.

f. Limited Authority

Permit Holder will act under limited authority from the RMV solely to perform the functions described in this Permit. Permit Holder shall not hold itself out as having authority from the RMV for any purpose other than accepting applications for the registering and titling of motor vehicles, collecting fees and other monies, and processing the payment of sales taxes in connection therewith. The Permit Holder further acknowledges that it has no authority, either express or implied, to bind the RMV or to incur any obligation on behalf of the RMV. Furthermore, Permit Holder shall not represent to motor vehicle purchasers or other customers that only the Permit Holder can process the registration transaction with the RMV or otherwise indicate that the customer must transact RMV business through the Permit Holder.

g. Bonding Requirement

Prior to the issuance of a Permit, Permit Holder shall provide a Permit Bond in the amount of Ten thousand dollars ($10,000). If it is determined by RMV at any time that the bond amount substantially varies from Permit Holder's average two (2) day receipt total, the RMV may require an increase or decrease of the bond amount upon seven (7) days written notice from RMV to Permit Holder; provided however that the required bond amount shall never be less than $10,000 regardless of Permit Holder's receipt total. The bond shall name the Massachusetts Department of Transportation, Registry of Motor Vehicles Division as beneficiary/ obligee, shall be in a form acceptable to the RMV, and shall be maintained and remain in effect for the life of the Permit. The terms of such bonds shall require the bond issuer to notify the RMV prior to the cancellations of such bonds.

h. Insurance Requirement

Prior to the issuance of a Permit, and any renewal or extension thereof, Permit Holder shall provide the RMV with evidence of general liability insurance coverage in the minimum amount of $1,000,000, which must be maintained and remain in effect for the life of this Permit, provided, however that greater amounts of coverage may be required by the RMV if, in its sole determination, circumstances so warrant, in which case such greater amounts shall be maintained for the life of the Permit, or until a reduction thereof is specifically authorized by the RMV in writing.

i. Tax Compliance

1. Prior to the issuance of a Permit, and any renewal thereof, Permit Holder shall provide the RMV with either (1) a Certificate of Compliance or Certificate of Good Standing from the Massachusetts Department of Revenue (DOR) as to all Massachusetts corporate, trustee and other taxes to which the Permit Holder is subject, dated not more than sixty (60) days prior to its submission to RMV; or (2) a letter from DOR indicating that a genuine dispute exists regarding Permit Holder's tax liability which is currently under review or audit. If a dispute letter is submitted, Permit Holder shall provide RMV with evidence of the final resolution of such dispute within ten (10) days of such resolution.
2. Permit Holder hereby authorizes the RMV to access information from the Department of Revenue to verify tax compliance.

j. Network Requirement

1. Permit Holder shall enter into and maintain an agreement with a Service Provider approved by the RMV for participation in its electronic registration program, to enable Permit Holder to transmit applications, other filings, and fees to the RMV electronically. This Permit shall not take effect until such an agreement with an approved Service Provider has been

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executed by Permit Holder.

2. Permit Holder certifies that it has reviewed and understands the content of the Massachusetts Registry of Motor Vehicles Electronic Vehicle Registration Program Service Provider Agreement between the RMV and its Service Provider.

3. Permit Holder shall bear all costs associated with the EVR Program, including but not limited to, costs associated with its computer hardware, labor, electronic interface system charges, and network charges.

II. Authorized Access

a. Authorized Users

1. Unless otherwise agreed to in writing by the RMV, Permit Holder shall, based on the number of transactions processed by the Permit Holder designate two (2) to three (3) staff members (one of whom is primarily responsible for the verifying and signing of all sales tax exemption applications;) as the Individual EVR Participants. An Individual EVR Participant must be approved by the RMV. No person may perform functions as an Individual EVR Participant unless that individual successfully completes the required training, including periodic cyber security awareness training, as provided by the RMV and an RMV approved Service Provider, and successfully undergoes a background check that meets the standards as outlined in the Program Specifications. All Individual EVR Participants shall process transactions through the program with sufficient regularity to remain competent to do so and remain current on all procedures and requirements of the program and applicable statutes, rules, and regulations. If at any time the Permit Holder employs fewer than the minimum number of staff qualified to perform EVR functions, it shall immediately notify the RMV in writing of such fact and the reason therefore, and explain how the Permit Holder intends to come into compliance with the terms of this Permit. The RMV shall review the explanation and may establish a date by which the Permit Holder must be in compliance in order to remain in the EVR Program. Failure to adhere to a compliance date set by the RMV shall be cause for the immediate revocation of this Permit.

2. Permit Holder shall limit physical and electronic access to the network to those staff members meeting the qualifications listed in the Program Specifications to be Individual EVR Participants. Permit Holder shall notify the Service Provider of changes in the employment status of those individuals designated as Individual EVR Participants within twenty-four (24) hours of the change and shall take all necessary measures to immediately revoke such individual's access to the EVR System. The Service Provider shall insure that any new Individual EVR Participant has met the qualifications listed in the Program Specifications before allowing such individual access to the network and stamp. The RMV, in its discretion, may terminate any approved Individual EVR Participant's access without prior notice.

III. Standards and Operations

a. Permit Holder shall comply with all rules, policies, procedures, and standards applicable to the EVR Program, which are detailed in the EVR Program Specifications, EVR Orientation Manual, EVR Training Workbooks, and with all policy updates issued by the RMV, as they may be amended from time to time. Permit Holder shall attend, and shall have all Individual EVR Participants attend the required training workshops provided for participants in the EVR Program, prior to obtaining access to the network;

b. In connection with its participation in the EVR Program, Permit Holder shall::

1. follow all applicable laws and all rules, regulations, policies, and procedures of the RMV relating to registrations and titles; provided however, that the RMV shall retain the exclusive right to establish and amend all such rules, regulations, policies, and procedures;

2. follow all applicable rules, regulations, policies, and procedures of the Massachusetts Department of Revenue (DOR);

3. maintain a valid Dealer's license, if a Class 1 or Class 2 "Dealer," or a valid agent or carrier license issued by The Division of Insurance if an insurance agent or carrier. A Fleet, fleet manager, lessor, dealer organization or member-based organization must satisfy the RMV that it is legally authorized to conduct business in the prescribed manner and, if applicable, that it has a formal relationship with its customers;

4. bear all costs associated with its computer hardware, labor, electronic interface system charges, network charges, and transaction processing, mailing, and courier receipt of required RMV inventory and supplies;

5. receive, enter, and maintain electronically, securely store, limit access to authorized EVR Participants, issue, account for, and be fully responsible for the RMV Assets and other items of value as may be entrusted to Permit Holder by the RMV and to destroy any registration plates returned for cancellation;

6. issue registration plates, decals, registration certificates and any other RMV related materials to Permit Holder's customers only in accordance with the rules, regulations, policies, and procedures established by the RMV, as may be amended from time to time;

7. submit reports, including activity reports, inventories of registration plates and decals, and other such reports as may be required by the RMV, and in a format approved by the RMV;

8. manage any funds received for registration, title or sales tax fees using Generally Accepted Accounting Principles (GAAP) and in a manner that insures no loss or expense of any nature or kind to the RMV;

9. in all other respects, comply with the applicable laws of the Commonwealth of Massachusetts and the United States of America;

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10. except for a Class 1 or 2 Dealer's processing on the behalf of an out of state dealer, not process any registration transaction other than for direct customers of the Permit Holder

11. only process transactions at the address as listed on this Permit and at no other location without prior, written approval from the RMV; and

12. not process qualifying transactions at an RMV Service Center unless they are processed using Get Ready (formerly known as Pre-Staged) in accordance with the Program Specifications.

c. Performance Standards

1. If this is the first EVR Permit from the RMV obtained by the Permit Holder, it shall use its best efforts to meet the following volume performance standards, which shall be monitored by the RMV:

   i. Within one hundred twenty (120) days of issuance of this Permit, Permit Holder shall process through the program, on average, ninety-five (95%) percent of all qualifying permitted transactions.

   ii. Within one hundred eighty (180) days of issuance of this Permit, Permit Holder shall process through the program, on average, one hundred (100%) percent of all qualifying permitted transactions with the following exceptions:

   - If the customer wants to process the transaction at an RMV Service Center, the Permit Holder must provide the customer a stamped, Get Ready Registration and Title Application (RTA) Form.
   - If the Permit Holder wants to process the transaction at a Service Center either on their own or utilizing a runner, the transaction must be processed using Get Ready.

   iii. A Permit Holder with an inventory of RMV plates, Permit Holder must process a minimum number of new plate or plate transfer transactions monthly to continue to maintain a plate inventory. The minimum number of transactions may be amended from time to time and is stated in the Program Specifications.

   iv. All Permit Holders must process a minimum number of new plate or plate transfer transactions as stated in the Program Specifications in order to continue as a Permit Holder in the EVR Program. Those Permit Holders that fall below the monthly minimum for multiple months maybe terminated from the program pursuant to Sections III and IV of this Agreement.

2. If at any time, Permit Holder is unable to satisfy the volume performance standards or if it is notified by the RMV that is has failed to meet the volume performance standards, it shall, within five (5) business days, provide the RMV with the following: (1) a written explanation of the reason for the inability and a plan to correct the deficiency in performance, including a description of the steps that Permit Holder is taking to correct the deficiency in performance; and (2) an anticipated date on which Permit Holder expects to satisfy the volume performance standards. The RMV shall review the explanation and may establish a date by which the Permit Holder must be in compliance in order to remain in the EVR Program. The RMV may also establish specific performance criteria and goals that the Permit Holder must meet to come into compliance by the required date.

3. Permit Holder shall use its best efforts to ensure that the work it processes through the EVR Program is accurate, complete and, in all respects, conforms to the rules, policies and procedures established by the RMV for the processing of registration and title transactions. The Performance Standards for Permit Holders are stated in the Program Specifications, which are hereby incorporated by reference into this Permit, as they may be revised from time to time.

4. The failure of Permit Holder to comply with the volume and quality performance standards in the Program Specifications may result in action against Permit Holder including, but not limited to, requiring the Permit Holder's staff to undergo additional training or to take other corrective measures deemed appropriate by the RMV in light of the circumstances of the Permit Holder's deficient performance. A continued failure to meet the volume and quality performance standards may result in the suspension or termination of this Permit.

5. Permit Holder shall respond to the RMV, in the manner and time set by the RMV, when notified of missing, incorrect, or incomplete paperwork, complaints, or other issues of concern to the RMV arising from EVR transactions performed by the Permit Holder, or for the Permit Holder's failure to perform a transaction in the manner and time required by the Permit.

d. Additional Program Requirements

1. In state Permit Holder's shall maintain an RMV approved processing office in Massachusetts with the appropriate staff necessary to maintain the office during normal business hours.

2. Out of state Dealers or insurance agents must have a location within Massachusetts that is an EVR Permit Holder.

3. Permit Holder shall bear all EVR services costs associated with this Permit and activities thereunder. Permit Holder may not charge a customer any fee for services provided pursuant to the EVR program, except that a Permit Holder may charge a fee for processing the EVR transaction provided that any such fee is: (1) specifically and conspicuously articulated to the customer in writing prior to processing the transaction, and (2) does not suggest that any fee is required by the RMV or the Commonwealth of Massachusetts. In no event shall any fee or cost be charged in connection with processing the payment of sales tax. Out-of-State (OOS) operations must pay the RMV's costs for conducting on-site audits, including reasonable travel expenses for the RMV's audit employees.

4. The Permit Holder shall scan all required RMV documentation using the document scanning system as prescribed by the Service Provider in a manner as specified in the Program Specification. The Permit Holder shall retain the original documents that were scanned in a secured environment for a period of ninety (90) days. At the conclusion of this time period, the Permit Holder must, within thirty (60) days, dispose of the copies of the documents and record such disposition in a secure manner as specified in the Program Specification.

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5. If applicable, each business day the Permit Holder shall, in a manner specified in the Program Specification, balance the monies collected with the transactions processed. The Permit Holder shall arrange for the transfer to the Service Provider of all monies collected for all EVR transactions by electronic funds transfer, in accordance with procedures provided in the Program Specification. If, due to reasons beyond the control of Permit Holder, Permit Holder is unable to arrange for the transfer of funds to the Service Provider by the end of a business day, Permit Holder shall so notify both the Service Provider and the Revenue Control Department of the RMV before the end of that business day. Within two (2) business days of such occurrence it shall provide the RMV with a detailed written explanation of the reasons for the failure to timely transfer the funds. Repeated failures, unjustified failures to collect the proper fees and taxes due the RMV, or any other circumstance that results in a lack of timely remission of funds to the Service Provider shall be cause for immediate termination of this Permit.

6. Permit Holder may provide the RMV with a copy of each bad (uncollectible) check or credit card chargeback received by Service Provider from a customer which, in part or total, covers registration, title or sales tax fees. The RMV will enter the information into ATLAS and, once it has received payment from the customer for the registration, title, or sales tax fees, the RMV will issue Service Provider a check in an amount equal only to such fees. For purposes of this subsection, a check or chargeback will be deemed a "bad check or chargeback" only after it has been dishonored at least twice or the Service Provider has made sufficient efforts with the credit card issuer, and only to the extent it is not paid, covered, or reimbursed by some third party or service.

7. Permit Holder may be provided with RMV Assets including registration plates and plate decals. Permit Holder will be responsible for these plates and decals, and for all plates and decals issued from the inventory assigned to the Permit Holder. The RMV Assets shall be secured from all non-authorized personnel at all times, in addition to being secured in a locked safe after business hours. The authority to issue plates and decals shall be limited to approved Individual EVR Participants. The RMV may revoke any Individual EVR Participant's authorization at its discretion.

8. Permit Holder shall submit a detailed written security plan for the control of RMV Assets to the RMV for approval. In addition, the Permit Holder shall submit a floor plan, which details the area to be utilized for processing transactions. Approval to process registration transactions is subject to an approved floor plan. Once approved, the floor plan cannot be altered without prior written permission of the RMV.

9. If the Permit Holder wishes to alter or move its EVR processing location, the Permit Holder shall submit a proposed new security plan and floor plan as described above to the RMV for approval at least thirty (30) days prior to the expected completion of said alteration or move. The Permit Holder shall not alter or move its EVR processing location prior to obtaining the RMV's approval of the amended security plan. The RMV and Service Provider will schedule a mutually convenient date and time for an on-site visit to coincide with the expected completion date. The on-site visit is to ensure the security of all RMV Assets and that all EVR equipment is transferred and processing correctly at the new location.

10. The Permit Holder shall store all RMV Assets and process all registration transactions in a secured area that is not accessible to the general public. The Permit Holder shall not process any registration transactions in a public area or on the showroom floor.

11. A dealer Permit Holder must have either a DMS (Dealer Management System) acceptable to the RMV which has the ability to properly print all required fees and transactions or use the Service Provider's system for processing EVR Transactions. The Permit Holder must notify its Service Provider immediately of any changes made to its DMS that may impact the collection of RMV fees and Sales Taxes. Failure to provide the required notice to the Service Provider may result in the immediate suspension of EVR privileges by the RMV.

12. Permit Holder shall not, under any circumstances and unless prior written approval is obtained from the RMV, process any transactions except at the specific terminal(s) and location(s) as identified in the Security Plan. In addition, Permit Holder shall not, via any means, provide remote access to the terminal(s) identified in the Security Plan. Violation of this section shall be cause for an immediate suspension EVR privileges and of this Permit by the RMV.

IV. Security and Confidentiality

a. Permit Holder shall adhere to all the security requirements outlined in Sections 8 and 10 of the Access Agreement, the provisions of which are expressly incorporated herein.

b. Permit Holder further agrees to instruct each of its Individual EVR Participants having any involvement with personal data or other confidential information in procedures appropriate to ensure that the Permit Holder's obligations under this section are fulfilled.

V. Recordkeeping, Inspections and Enforcement

a. Record Keeping

1. Permit Holder shall prepare and maintain a complete record of all EVR transactions. A complete record shall consist of any and all documents associated with a particular transaction.

2. Permit Holder shall retain all original EVR records for a period of ninety (90) days at the Permit Holder's location where the transactions occurred. This ninety (90) day requirement ensures easy access to transaction records for audit purposes during unannounced site visits. After ninety (90) days and prior to the one hundred and fiftieth day (150) these records must be disposed of in a manner as outlined in the Program Specifications.

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3. Permit Holder must retain either (1) the original EVR documents, (2) a copy of the original documents or (3) an electronic copy of the original documents for five years from the date the transaction was processed.

b. Inspections and Enforcement

The RMV or its designee, shall have the right to inspect, examine and audit all books, records, reports, and other compilations of the Permit Holder which pertain to the ATLAS system, plate or decal maintenance or distribution, and/or any other service performed pursuant to the Permit, for purposes of determining compliance with the Permit Terms, during the term of this Permit and for five (5) years thereafter. The Permit Holder shall cooperate fully in any such RMV audit, inspection, or examination and shall grant the RMV full access to its premises, operations, and records, with or without prior notice, for purposes of conducting such inspection, examination, or audit. The inspection, examination or audit provided for by this section may in the sole discretion of the RMV be combined with any other type of inspection, examination or audit conducted by the RMV, including but not limited to an inspection and audit of the Section 5 General Registration Plates assigned to the Permit Holder.

1. In addition to, and not in limitation of any other power or right granted the Commissioner of the Department of Revenue ("Commissioner"). The Commissioner shall be deemed a party to the Permit for purposes of determining compliance with, and enforcing all laws, regulations and rules pertaining to the collection, payment, and processing of sales tax in connection with the EVR Program. The Commissioner or his or her designee shall have the right to inspect, examine and audit the books, records, reports, and other compilations of the Permit Holder which pertain to the ATLAS system, plate or decal maintenance or distribution, and/or any other service performed pursuant to the Permit, for purposes of determining such compliance, during the term of this Permit and for five (5) years thereafter. The Commissioner or his or her designee shall be granted full access to the Permit Holder's premises and records, with or without prior notice, for purposes of conducting such inspection, examination, or audit. The inspection, examination or audit provided for by this section may, in the sole discretion of the Commissioner, be combined with any other type of inspection, examination or audit conducted by the Commissioner, but need not be so combined.
2. At the request of the RMV or the Commissioner, and not more often than annually, Permit Holder shall provide, at its expense, a financial audit, by an independent accounting firm acceptable to the RMV and the Commissioner.

c. Permit Termination and Suspension

1. Voluntary Permit Termination

i. The Permit Holder may surrender the Permit at any time.

ii. Permit Holder must, to the extent possible, provide the earliest notification practical but in no case less than thirty (30) days in advance of an anticipated Permit surrender to the RMV and the Service Provider.

iii. Individual EVR Participant Security will be terminated by the Service Provider on the surrender date unless otherwise directed by the RMV.

iv. The Permit Holder must, within five (5) RMV business days following termination, return all RMV Assets in a manner specified by the RMV in the Program Specifications. Any RMV Assets not returned in good working order within this timeframe will be subject to the termination penalties listed below.

v. The Permit Holder must securely return all transactional paperwork and documentation that has been scanned and has not been destroyed within five (5) RMV business days following termination, in a manner specified by the RMV in the Program Specifications. Any transactional paperwork and documentation that is not returned within this timeframe will be subject to the termination penalties listed below.

2. Involuntary Permit Termination or Suspension

i. The RMV may, in its sole discretion, terminate or suspend for any period this Permit on any of the following grounds:

1. Egregious circumstances, which shall include, but are not limited to:

- The Permit Holder location being shut down by any law enforcement or permitting authority.
- Processing EVR transaction at an offsite location not approved by the RMV and/or in a manner that places the security of either the transaction or the protected personal information in jeopardy.
- Significant unresolved fee and payment issues.
- Processing transactions without the correct paperwork, especially registration and title transactions.

2. For egregious instances of non-performance, the RMV will order the Service Provider to terminate access to the network and EVR Program immediately and will so notify the Permit Holder in writing.

- The Permit Holder must, with five (5) RMV business days following termination, return all RMV Assets in a manner specified by the RMV in the Program Specifications. Any RMV Assets not returned within this timeframe will be subject to the termination penalties listed below.
- The Permit holder must return all transactional paperwork and documentation that has been scanned and has not been destroyed within five (5) RMV business days following termination in a manner specified by the RMV in the Program Specifications. Any transactional paperwork and documentation that is not returned within this timeframe will be subject to the termination penalties listed below.
- Once terminated, the Permit Holder may request a hearing which the RMV will schedule within ten (10) RMV business days of such request. Any hearing will follow the RMV administrative procedures.

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3. Non-Performance, examples of which include but are not limited to:

- Falling below the monthly minimum transaction levels as stated in the Program Manual.
- Failure to maintain an audit rating of at least "Good Standing" as specified in the Program Manual over a period of 2 or more months.
- Frequent transaction processing errors that require Service Provider and RMV intervention.
- Failing to process any transactions for thirty (30) calendar days.

ii. For circumstances where the Permit Holder is being Involuntarily terminated by the RMV, the RMV will notify both the Service Provider and Permit Holder in writing that they are being either suspended or terminated as of a specific date. Once notified, the Permit Holder may request a hearing which the RMV will schedule within ten (10) RMV business days of such request. Any hearing will follow RMV administrative procedures.

iii. On or prior to the termination date or for any suspension exceeding sixty (60) days, the Permit Holder must return all RMV Assets in a manner specified by the RMV in the Program Specifications. Any RMV Assets not returned within this timeframe will be subject to the termination penalties listed below.

iv. On or prior to the termination date or for any suspension exceeding sixty (60) days, the Permit Holder must return all transactional paperwork and documentation that has been scanned and has not been destroyed within five (5) RMV business days in a manner specified by the RMV in the Program Specifications. Any transactional paperwork and documentation that is not returned within this timeframe will be subject to the termination penalties listed below.

v. The Service Provider must terminate Permit Holder RMV access on the termination or suspension date.

vi. The Permit shall automatically terminate if Permit Holder fails to process any transaction through the EVR Program for a period of thirty (30) calendar days or longer, unless the RMV has given its prior written approval to such period of non-use.

3. Permit and Bond Termination Dates

In an instance of Voluntary or Involuntary Termination, the Permit and Bond shall remain in force until:

i. All RMV Assets are returned to and accounted for by the RMV.

ii. All RMV paperwork and documentation associated with registration and title transactions that have not reached the destruction date is received by the RMV and accounted for.

4. Termination Penalties

In an instance of Voluntary or Involuntary Termination, the following penalties will be assessed either directly to the Permit Holder or to the Bond as noted in 1G:

i. For instances where RMV Assets are not returned within five (5) RMV business days, a penalty in the amount of $100/ individual RMV Asset will be assessed against the Permit Holder. If the penalty is not paid within five (5) RMV business days, a claim for the same amount will be filed against the Bond.

ii. For instances where the specified RMV transactional paperwork and documentation was not scanned or was scanned but not yet destroyed; this documentation must be received by the RMV prior to or within five (5) RMV business days of termination. If this documentation is not received within 5 RMV business days, a penalty in the amount of $100 per transaction will be assessed against the Permit Holder. If the penalty is not paid within five (5) RMV business days, a claim for the same amount will be filed against the Bond.

5. Reinstatement of or Reapplication for a suspended or terminated Permit

i. If the Permit has been suspended, the RMV will not automatically reinstate the Permit at the conclusion of the suspension. The Permit Holder must re-apply for the Permit which they may do up to ten (10) RMV business days prior to the projected end date of the Permit suspension. The re-application must state how the Permit Holder intends to address the deficiencies that lead to the suspension. The RMV will rule on the re-application within 5 RMV business days. If the ruling is not in the Permit Holders favor or satisfactory to the Permit Holder, the Permit Holder can request a hearing.

ii. If the Permit has been terminated, the Permit Holder may not reapply for another EVR Permit at that location for a minimum of one (1) year from the date of termination. The re-application must state how the Permit Holder intends to address the deficiencies that lead to the termination. The RMV will rule on the re-application within five (5) RMV business days. If the ruling is not in the Permit Holders favor or satisfactory to the Permit Holder, the Permit Holder can request a hearing.

iii. An applicant for an EVR Permit at a location which has been the subject of a Permit suspension or termination may be considered for a new Permit so long as the applicant is not the same person or legal entity subject to the revocation and the RMV is satisfied that the principals, including officers and directors of the former Permit Holder, do not hold a beneficial interest in the applicant and are not employed therein.

VI. Conflict of Interest

a. Permit Holder shall not engage in any conduct which violates, or induces others to violate, the provisions of Chapter 268A of the Massachusetts General Laws regarding the conduct of public employees.

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b. No officer, member or employee of the RMV and no public official of the Commonwealth or any political subdivision thereof who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Permit shall: (i) participate in any decision relating to this Permit which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested or (ii) have any interest, direct or indirect, in this Permit.

c. Permit Holder represents and agrees that it presently does not have and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the services to be performed under this Permit, or which would give rise to an appearance of a conflict of interest.

d. Permit Holder further represents and agrees that should future work by Permit Holder for any other agency, institution, company, or individual during the term of this Permit give rise to an interest, direct or indirect, which would conflict in any manner or degree with the services to be performed under this Permit, or which would give rise to an appearance of a conflict of interest, Permit Holder will give immediate notice of the matter to the Director of Registration and Title. A determination by the RMV that such a conflict or appearance exists shall be cause for immediate revocation of the Permit under Section IV.

VII. Liability and Indemnification

a. Limitation of Liability of RMV: The RMV and its employees shall not be liable to Permit Holder for any loss, costs, claim, liability, damage or expense, of any nature or kind in law or equity, in connection with or in any way arising from or related to the Permit Holder's participation in the EVR Program, including without limitation, any loss, costs, claim, liability, damage or expense resulting from the RMV's action or inaction with regard to the provision of any service to Permit Holder in connection with the Permit; or the termination, revocation or suspension of the Permit in particular, or the EVR Program in general.

b. Indemnification: Permit Holder shall be liable, and shall indemnify and hold harmless the RMV and the Commonwealth of Massachusetts, and their officers, employees and agents, against any liability, claim, loss, damage or expense, of every nature and kind in law or equity, arising out of or in connection with any misuse or misappropriation of any motor vehicle record or related information obtained from RMV in connection with the Permit; any failure of Permit Holder or its personnel to comply with the provisions of the federal Driver Privacy Protection Act, 18 U.S.C. §2721, et seq. (the "DPPA") (18 U.S.C. §2721 et seq.), the Massachusetts Identity Theft Act, G.L. c. 93H, Regulations Authorizing Disclosure of Massachusetts Driver's License or Learner's Permit Applicant Information, 940 CMR 37.00, the Standards for the Protection of Personal Information of Residents of the Commonwealth 201 C.M.R. 17.00, the Fair Information Practices provisions of M.G.L. 66A and other applicable provisions of Massachusetts or federal law or regulations regarding privacy of RMV information; any failure to safeguard and limit access to RMV files as required herein; any acts or omissions of Permit Holder or its employees or agents relating to Permit Holder's duties hereunder in registering or titling motor vehicles, issuing motor vehicle registration plates and/or decals, collecting and handling of taxes, fees and other monies associated therewith, or safeguarding RMV materials; or any other action or inaction by Permit Holder or any of its employees, agents, contractors or subcontractors in connection with this Permit, including without limitation reasonable attorney's fees and other costs of defending any such claim or action.

1. The obligations under this section shall survive the surrender, suspension, revocation, or termination of this Permit; and Permit Holder in no way shall be relieved of liability hereunder by any surrender, suspension, revocation, or termination of this Permit.

c. Personal Liability of Permit Holder: In connection with any failure by Permit Holder to remit to RMV any sales tax due in connection with the EVR Program, the principal officers of Permit Holder and the authorized user with respect to such transaction shall be subject to personal liability for such unpaid sales tax pursuant to the provisions of M.G.L. c. 64H, §16 and c. 62C, §31A.

VIII. Publicity

a. The Permit Holder shall obtain the prior written approval of the RMV before it, or any of its agents or subcontractors either during or after the expiration or termination of this Permit make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Permit.

b. If the Permit Holder or any of its agents or subcontractors publishes a work dealing with the results and accomplishments attained in such performance, the Commonwealth shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

IX. Restrictions on Assignment

Permit Holder shall not assign or in any way transfer any interest in this Permit to any individual or party for any cause or purpose without the written consent of the RMV. None of the services provided by Permit Holder shall be contracted or delegated to any other individual, agent, corporation, partnership, or other such entity. This Permit is non-transferable, non-assignable, and non-attachable. This Permit is a privilege exclusive to Permit Holder, which is revocable according to the terms hereof.

X. Amendments and Waivers

a. No amendment to or waiver from these Permit Terms shall be effective unless it is in writing and signed by the Registrar or his or

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her duly authorized representative. No waiver by the RMV of any default or breach by Permit Holder shall constitute a waiver of any subsequent default or breach.

b. These Permit Terms including the Permit itself, the Permit Application, and any items submitted with the application or attached to this Permit, contain the entire terms with respect to the subject matter hereof; and these supersede all prior terms, conditions, promises, conduct, representations, negotiations, undertakings, licenses and permits not set forth or incorporated herein. The terms of this Permit may be amended or modified at any time, and from time to time, by the RMV.

XI. General Terms

a. Notices

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:

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

To the Permit Holder:
(Print Business Name, Address, and Email Address)

Legal Business Name: _____

DBA or Location Name: _____

Address Line 1: _____

Address Line 2: _____

Email Address of Permit Holder Signatory: _____

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.

b. Governing Law; Venue

Permit Holder agrees to bring any federal or state legal proceedings arising under this Permit in which the Commonwealth or the RMV is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. The Permit terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

c. Construction

The captions contained herein are for purposes of convenience only, and in no way effect, alter, amend, or modify the substance of the provisions hereof.

Signatures

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be executed by their duly authorized officials or officers, to take effect as of the date first written below.

Massachusetts Registry of Motor Vehicles:

_____
Signature

_____
Printed Name

_____
Title

_____
Date

Permit Holder:

_____
Signature

_____
Printed Name

_____
Title

_____
Date

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Appendix A – Surety Bond Sample (Page 1):

REGISTRY OF MOTOR VEHICLES

Surety Bond

For Electronic Vehicle Registration Permit (EVR Permit)

Registry of Motor Vehicles · EVR Program
PO Box 55889, Boston MA 02205-5889 · 25 Newport Ave Extension, Quincy MA 02171

KNOW ALL MEN BY THESE PRESENTS THAT WE,

_____

(name of organization sponsoring issuance of distinctive registration plate)

as Principal, and

_____

as SURETY

a corporation of the state of _____

and authorized to transact business in the Commonwealth of Massachusetts by license issued by the Commissioner of Insurance, as Surety, are held and firmly bound unto the Commonwealth of Massachusetts, Registry of Motor Vehicles, in the sum not to exceed Ten-Thousand Dollars and no cents ($10,000.00), to which payment well and truly to be made, we hereby jointly and severally bind ourselves, our respective heirs, executors and assigns, firmly by these presents.

WHEREAS, the Principal is the sponsor or organization requesting the Registrar to issue an Electronic Vehicle Registration Permit (EVR Permit) pursuant to the provisions of Rules and Regulations at 540 CMR 2.05(7) as established pursuant to Massachusetts General Laws, Chapter 90, Section 31; and

WHEREAS, the EVR Permit establishes a "Bonding Requirement" for EVR Permit Holders, to wit:

> Prior to the issuance of a Permit, Permit Holder shall provide a permit bond in the amount of Ten-Thousand dollars and no cents ($10,000.00). If it is determined by RMV at any time that the bond amount substantially varies from Permit Holder's average two (2) day receipt total, the RMV may require Permit Holder to increase or decrease the bond amount accordingly upon seven (7) days written notice from RMV to Permit Holder; provided however that the required bond amount shall never be less than $10,000 regardless of Permit Holder's receipt total figure, if applicable. The bond shall name the Commonwealth of Massachusetts, Registry of Motor Vehicles as Obligee; shall be in a form acceptable to the RMV, and shall be maintained and remain in effect for the life of the Permit. The terms of such bonds shall require notification to the RMV officer identified in Section XIV of this agreement prior to notification or cancellations of such bonds.

NOW, THEREFORE, The condition of this obligation is such, that whereas the Commonwealth of Massachusetts, Registry of Motor Vehicles (Obligee) has agreed to issue an EVR Permit to said Principal, which EVR Permit is hereby incorporated by reference, on condition that the Principal furnish a bond in the full amount of $10,000.00 guaranteeing performance of the terms and conditions of the EVR Permit, then upon Surety's receipt of written notice sent by said Obligee, stating that in the sole judgment of Obligee, the Principal has failed to comply with the terms and conditions of said permit, or any of them, Surety shall immediately tender and pay over to Obligee the full amount of the bond or such lesser amount as may be claimed by Obligee.

This bond is continuous in nature and shall remain in full force and effect until properly cancelled. The Surety may cancel this bond by providing thirty (30) days written notice of cancellation via certified mail to the Registrar of Motor Vehicles at P.O. Box 55889, Boston, MA 02205-5889 indicating the date of such cancellation. Notice of cancellation shall not relieve the Principal and surety of liability incurred prior to the cancellation date for the full amount of the bond.

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Appendix A – Surety Bond Sample (Page 2):

Certification and Signature

Name of Permit Holder's Business | Printed Name of Principal or Representative | Title or Position

Signature of Principal or Representative | Date of Signing

Surety Section

Name of Surety Co. | Surety's FID Number

Street Address | Apt. # | City | State | Zip Code

Seal

Signature of Attorney-in-Fact

Printed Name

Title or Position

Notarization of Surety's Signature

On this _____ day of _____ 20 _____, before me, the undersigned Notary Public, personally appeared whose identity was _____
(name of signer on behalf of Surety)

proved to me through satisfactory identification documentation

_____
(identity document(s))

to be the person whose name is signed above on behalf of Surety.

Signature of Notary Public | Printed Name of Notary Public | My Commission Expires

Sample - For Review Only