



Electronic Vehicle Registration (EVR) Program Service Provider Agreement

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

This agreement (hereinafter "Agreement") 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

Business Name _____

dba _____

WHEREAS, the RMV has established a program commonly known as the Electronic Vehicle Registration Program ("EVR" or "EVR Program") that allows for the electronic processing of registration transactions by certain business entities ("Permit Holder(s)") approved by the RMV for participation in the EVR Program; and

WHEREAS, as currently designed, the EVR Program uses network providers, which perform services for both the RMV and the Permit Holders, as hereinafter defined and described; and

WHEREAS, the Service Provider desires to act as an EVR network provider, to facilitate communication, transaction processing, and payment remittances between the RMV and Permit Holder(s); and

WHEREAS, the Service Provider requests authorization to directly interface with the RMV to process EVR Program transactions;

WHEREAS, the Service Provider has executed an Agreement for Access to Records and Data Maintained by the Registry of Motor Vehicles ("Access Agreement"); and

WHEREAS, the RMV agrees to authorize the Service Provider to act as an EVR network provider pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated into and made an integral part of this Agreement), as well as duties and obligations set forth in this Agreement, it is agreed by and between the parties as follows:

I. Scope of Agreement

- a. This Agreement, together with the 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 respective obligations and responsibilities of the Service Provider and the RMV and, together, constitute the entire Agreement between the parties and supersedes all other prior written or oral agreements 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 Agreement.
- b. In the event there is a conflict between the terms of this Agreement and the terms of the Program Specifications, the terms of this Agreement 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 Agreement 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 Agreement and the Access Agreement, the terms of this Agreement shall take precedence with respect to any EVR services performed pursuant to this Agreement, provided however that to the extent performance of the requirements of both this Agreement and the Access Agreement is reasonably possible, no conflict shall be deemed to exist.
- c. The Service Provider is authorized, subject to the terms of this Agreement, to process the following transactions which comprise the EVR Program as of the date of this Agreement, and such additional transactions the RMV may include in the EVR Program in the future; provided however, that the Service Provider is required to support transactions 1-7, 20 and 22 unless specifically agreed to by the RMV.
 1. New Registrations and Title Applications (application for a new Registration and Title for a vehicle that is new to the owner)
 2. Registration Transfers and Title Applications (application to transfer an existing registration and for the application of a new title for a vehicle that is new to the owner)
 3. Registration Renewals (renewal of an existing registration)
 4. Cancellation of Plates (cancellation of an existing registration)
 5. Changes of Address, which are only associated with a transaction
 6. Additions of new persons to the database (addition of a person who will become a vehicle owner to ATLAS)
 7. Inquiries on vehicles
 8. Title Add Registration (addition of a registration to a vehicle that has already been titled)
 9. Registration Only (application for a new registration only for a vehicle that is new to the owner)
 10. Plate Swaps (swapping an existing plate for a new plate with a different registration number)
 11. Title Only (application for a vehicle title that is new to the owner)

12. Surviving Spouse (application for a registration and title for the surviving spouse)
 13. Salvage Title (application for a salvage title)
 14. Duplicate Title (application for a duplicate title)
 15. Owner-Retained Title (application for a new salvage title owned by the same person when the vehicle has been deemed a total loss by the insurer)
 16. Registration Reinstatement (reinstatement of a suspended or revoked registration)
 17. Summer/Winter Swap (swapping one plate and/or registration between two (2) vehicles owned by the same person)
 18. Duplicate Registration (obtaining a duplicate registration)
 19. Registration Amendment (amending specific items on a registration record)
 20. Get Ready (formerly known as Pre-Staged/Pre-Staging) processing of any of the above transactions (starting the transactions remotely to be completed in a Service Center)
 21. Remote Title Printing
 22. Related payments, via electronic funds transfers, of fees, sales taxes, penalties, and other charges.
- d. There are three (3) version of the EVR Program: Traditional EVR, EVR Lite, and EVR Limited. These versions outlined below and further defined in the Program Specifications document. When they are used in this Agreement, they will have the following meaning:
- **Traditional EVR:** This program allows the Permit Holder to process any of the transactions that are supported by the Service Provider and that they have been approved for, collect RMV fees and issue physical plates. The Permit Holder has the option to issue a temporary plate for registration plates they do not have in their plate inventory. The Permit Holder has an inventory of RMV Assets including physical plates, expiration decals, plates, sleeves, and any other items necessary to issue a registration or title.
 - **EVR Lite:** This program allows the Permit Holder to process any of the transactions that are supported by the Service Provider and that they have been approved for, collect RMV fees and issue temporary plates only. The Permit Holder only has an inventory of plate sleeves.
 - **EVR Limited:** This program allows insurance agents or carriers to process Pre-Stage transactions, registration renewal and reinstatement transactions only. The fees for these transactions are collected by the Service Provider. The participants are not Permit Holders and they do not have an inventory of any RMV items.

II. Definitions

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

- a. **“Permit Holder”** shall mean a place of business which has contracted with the Service Provider and has been issued a permit by the RMV to participate in the EVR Program.
- b. **“Host System”** is the computer system(s) utilized by the Service Provider to support the EVR Program as described in this agreement.
- c. **“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 access the EVR Program system software.
- d. **“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 provided by the RMV to the Service Provider.
- e. **“Vehicle Records”** shall mean records or information obtained from the RMV or collected from a Permit Holder related to vehicle registration, identification, ownership, and lienholder information, necessary for the processing of EVR Program transactions.
- f. **“RMV Assets”** shall mean collectively 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, and decals.
- g. **“Service Provider”** shall mean the entity that, is authorized to directly interface with the RMV to process EVR transactions.
- h. **“Requestor”** shall mean the Permit Holder for purposes of this Agreement and the Access Agreement;
- i. **“Messages”** shall mean electronic transactions that are used to exchange information between the Service Provider’s Host System and the RMV.
- j. **“Solicited Messages”** shall mean messages that originate from the Massachusetts RMV and are sent to the Service Provider.
- k. **“Unsolicited Messages”** shall mean messages that originate from a Service Provider and are sent to the Massachusetts RMV.
- l. **“Proposed Permit Holder”** shall mean an entity that is applying to the RMV for approval to participate in the EVR Program.

III. Relationship of the Parties

- a. Nothing contained herein is intended nor shall anything herein be construed to create the relationship between the parties of principal and agent, partners, joint ventures, or any other kind of business combination that would involve a shared responsibility for the Service Provider's business or the RMV's functions.
- b. None of the services to be performed by the Service Provider pursuant to this Agreement shall be subcontracted or delegated to any other party without the prior written consent of the RMV. No such subcontract, delegation or commitment made by the Service Provider shall relieve or discharge the Service Provider except as specifically set forth in the consent. The Service Provider shall ensure that all of its subcontractors are fully trained in the EVR Program and its requirements. The RMV shall not be obligated under any contract, subcontract or other commitment made by the Service Provider.

IV. Term

This Agreement shall be in effect for three (3) years from the date it is executed by the Service Provider, and may be renewed at the RMV's sole discretion for additional three (3) year periods upon notification from the RMV. The RMV will send notice of renewal thirty (30) days prior to expiration of the Agreement via the Service Provider's email, as provided. If the Service Provider does not renew the Agreement prior to its expiration date, all access will terminate on that date.

V. Service Provider Responsibilities

At its own expense, the Service Provider shall be responsible for the following functions, which may be further described in the Program Specifications, as they may be amended from time to time:

a. Host System

1. Unless otherwise agreed to by the RMV, the Service Provider shall develop and maintain a Host System capable of consuming RMV web services that support the EVR Program and connecting Permit Holders to ATLAS for the purpose of processing registration transactions, as more specifically defined in the Program Specifications. The Host System shall also be capable of electronically providing (1) an ability to broadcast information to Permit Holders, (2) in-house auditing and accountability of transactions processed, (3) security authorization, (4) electronic funds transfer, (5) document scanning and (6) inventory management controls.
2. The Service Provider shall provide the equipment, devices, modems, telephone and data lines, and the associated communications facilities, wiring and other components necessary to provide a communication interface between the Host System and the RMV's data processing system that is capable of supporting the transaction volume generated by its Permit Holders. The Service Provider shall also provide all associated security devices and measures necessary to protect the integrity of the Vehicle Records. The Service Provider shall be responsible for maintaining and repairing such equipment and components, and shall repair or replace in a timely manner any equipment or component that is defective.
3. The Service Provider shall use reasonable, good faith, best efforts to make the Service Provider's Host System and related services available during the hours of operation of the EVR Program, as defined in the EVR Program Specifications as they may be amended from time to time.

b. Review Proposed Permit Holders

Prior to recommending a Permit Holder for participation in the EVR Program, the Service Provider shall review the physical layout and business flow of the Proposed Permit Holders' existing environment to determine suitability for EVR Program participation, and propose necessary and/or appropriate changes to ensure accurate transaction processing. Based upon its review and upon the willingness of the proposed Permit Holder to make any such changes, the Service Provider shall submit its recommendations to the RMV for its approval of the Proposed Permit Holder. Such recommendations are not binding on the RMV and the RMV reserves the right, in its sole discretion, to approve or reject a Proposed Permit Holder for participation in the EVR Program.

c. Contractual Agreement with Proposed Permit Holder(s)

The Service Provider may enter into a contractual arrangement with all Proposed Permit Holders who have selected it as their EVR network provider, and shall notify the RMV of all such contracts. All Proposed Permit Holders' contracts shall contain language which notifies the Proposed Permit Holders of the RMV's EVR permitting requirements and of the RMV's right to terminate the Proposed Permit Holder's participation in the EVR Program.

d. Control System Access

The Service Provider shall establish and adhere to a procedure, acceptable to the RMV, to identify Permit Holders and Individual EVR Participants prior to granting system access. At least monthly and any time requested, the Service Provider shall provide the RMV with the following information in an agreed upon file format: (1) a list of all Permit Holders' and all Individuals EVR Participants; (2) a list of all Individual EVR Participants with active security credentials for system access, along with their applicable security codes and (3) a list of all Individual EVR Participants that are inactive or whose security credentials have expired within the ninety (90) days prior to the RMV's request. The Service Provider shall not grant system access to any individual until the Permit Holder certifies that it has satisfied the requirements of the Access Agreement, the provisions of which are hereby expressly incorporated by reference into this Agreement. In addition, access for an individual employee or contractor of the Permit

Holder shall not be provided until said individual has received all required program training and satisfied the other requirements as stated in the EVR Program Specifications. The Service Provider shall terminate the system access of any Individual EVR Participant who no longer qualifies for such access. The Service Provider shall undertake reasonable steps to ensure that EVR transactions are processed only at the specific locations identified by the Service Provider's Review of the Proposed Permit Holder (5b and 5e of this Agreement) and as articulated in the Permit Holder's Security Plan pursuant to the applicable Sections of the EVR Program Permit.

e. Pre-Installation Review and Installation

In accordance with the Program Specifications the Service Provider shall perform a pre-installation review to ensure that its Permit Holders understand the EVR Program requirements and that the software, equipment and physical security are in order.

f. Permit Holder Training and On-Site Post Installation Support

The Service Provider shall furnish, within thirty (30) days of executing this Agreement, a detailed written training plan to the RMV for approval. Prior to installation, the Service Provider shall provide Individual EVR Participants with sufficient training on the use of the software and hardware so as to enable them to effectively participate in the EVR Program as outlined in the Program Specifications. If requested, the Service Provider shall participate with the RMV in providing on-site post installation support.

g. Ongoing Help Line Support

1. The Service Provider shall provide its Permit Holders with primary ongoing Help Line support for both software/systems and policy/procedures problems. The Service Provider shall arrange for its Help Line staff, and such other employees or officials as the RMV shall reasonably determine is desirable, to attend EVR Program training made available by the RMV.
2. To the extent the Service Provider is unable to answer a question or resolve a problem that relates to an RMV system or policy, the Service Provider shall seek assistance from the RMV Business Support. Service Providers shall instruct Permit Holders not to contact the RMV Business Support directly.
3. Service Provider Helpline support must be available to its Permit Holders at least during RMV Business hours as defined in the Program Specifications.

h. Inventory Control System

The Service Provider shall maintain an inventory control system, as described in the Program Specifications, to track, control and account for all registration plates, and decals (collectively referred to as "RMV Assets") distributed to its Permit Holders for use in the EVR Program. The Service Provider shall provide a written report of any inventory discrepancies or missing or unaccounted for RMV Assets to the RMV within 24 hours of the discovery of such inventory discrepancy, loss, or unaccountability of RMV Assets. In addition, the Service Provider shall provide and support the capability to periodically reconcile the inventoried RMV Assets, on at least a monthly basis or anytime a Permit Holder leaves the program, as described in the Program Specifications.

i. Collection and Transfer of Fees

1. The Service Provider shall be responsible for the recording and reconciling with the RMV and the Permit Holders all of the transactions and the related fees processed during the business day in a manner as described in the Program Specifications.
2. In circumstances where the reconciliation identifies an out of balance circumstance, either between the RMV and the Service Provider or between the Service Provider and the Permit Holder(s), the Service Provider shall be responsible for contacting both the RMV and the Permit Holder and facilitating the resolution of this out of balance circumstance.
3. The Service Provider shall collect from its Permit Holders, on not fewer than five (5) days each week, all fees, payments, sales taxes, penalties, and other sums collected by the Permit Holders in connection with the transactions processed through the EVR Program.
4. On not later than the second (2nd) business day following the day of collection, the Service Provider shall transfer such funds, by electronic funds transfer via an RMV-initiated Automated Clearing House (ACH) Pull process, to the account of the RMV or the Treasurer and Receiver General of the Commonwealth of Massachusetts, as designated by the RMV and as specified in the Program Specifications. Electronic fund transfers to the RMV or the Commonwealth required by this Agreement shall be conducted in accordance with applicable regulations of the Treasurer and Receiver General of the Commonwealth of Massachusetts and such procedures, consonant with such regulations, as may be mutually agreed by the RMV and the Service Provider.
5. Nothing in this Agreement shall be deemed or construed to make the Service Provider a guarantor of payments owed by any Permit Holder(s) as a result of transactions processed through the EVR Program. In the event the Service Provider fails to receive final collected funds with respect to any funds transfer made pursuant to this Agreement, the Service Provider shall promptly notify the RMV; the RMV shall make provisions for providing credit or reimbursement to the Service Provider for such uncollected funds; and the RMV shall pursue its ordinary remedies against the Permit Holder from whom the transfer in question was originated, and/or the customer, as appropriate. Failure of the Service Provider to provide prompt notice to the RMV hereunder, which for purposes of this section shall mean notice given not later than two (2) business days after the date on which the Service Provider learns that such funds have not been collected, shall discharge the RMV from its obligation to provide credit or reimbursement to the Service Provider hereunder.
6. The Service Provider shall provide the RMV with a daily reconciliation of the collection and transfer of all funds in a form specified by the RMV, and such other reports of the collection and transfer of funds as the RMV reasonably may require as specified in the Program Specifications.
7. If the Service Provider is collecting RMV fees directly from the customer, the following shall also apply:
 - a. The Service Provider 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 and/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 and/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 Banking Institution or Credit Card Provider, and only to the extent it is not paid, covered, or reimbursed by some third party or service.

- b. The Service Provider may not charge a customer any fee for services provided pursuant to the EVR program, except that a Service Provider may charge a fee for processing the EVR transaction provided that any such fee is: (1) specifically and conspicuously articulated to the customer 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.

j. Surety Bond

Prior to receiving any funds for transfer to the RMV under this Agreement, the Service Provider shall obtain and maintain from an authorized surety company, a bond in the amount of the greater of Five Hundred Thousand (\$500,000) Dollars or the average two (2) day total of funds collected by the Service Provider from its Permit Holders, in favor of the RMV to secure payment of the funds, in a form acceptable to the RMV. The terms of such bond shall require notification to the RMV officers identified in Paragraph 20 of this Agreement, prior to modification or cancellation of such bond.

k. Reports, Record Retention, and Audit Requirements

1. The Service Provider shall provide the RMV with reports on transactions, inventory control, scanned documents and the collection and transfer of funds, as described in the Program Specifications, and such other reports related to the Service Provider's participation in the EVR Program as the RMV may reasonably require with respect to EVR transactions processed through the Service Provider.
2. The Service Provider shall retain all records related to the EVR Program for five (5) years, and shall make them available to the RMV upon request.
3. All of the Service Provider's records and practices related to the EVR Program shall be subject to audit by the RMV. RMV agrees to use any information obtained through such audits only for official purposes associated with the EVR Program.
4. Service Providers located outside the State of Massachusetts shall reimburse the RMV for the costs, including reasonable travel expenses, associated with any on site RMV audit.

l. Information Updates

At the request of RMV, the Service Provider shall promptly transmit to its Permit Holders notice of all changes in RMV policies and procedures, or other informational updates related to the EVR Program. The Service Provider shall ensure that all of its Permit Holders have the capability of receiving any such transmissions prior to their first accessing the Host System. The RMV shall be entitled to use such capability to communicate directly with Permit Holders solely in connection with any RMV policy or procedure changes that **affect** the EVR Program. The Service Provider shall inform the RMV of the current e-mail address for both its Help Line, and for each of its Permit Holders.

1. Non-interference

The Service Provider agrees that the RMV retains full responsibility and control over the underlying RMV transactions processed through the EVR Program, including the development of all policies and procedures to be observed in processing such transactions. The Service Provider shall refrain from in any way interfering with, obstructing, undermining, or contradicting the RMV's authority over the underlying RMV transactions.

2. Service Provider Reviews

In the event that the RMV discovers an irregularity, discrepancy or inaccuracy involving a transaction or record, it may request the Service Provider to provide the RMV with a written report certifying that the Service Provider has completed a review of each Permit Holder's RMV transactions and the related forms. The report shall be submitted to the RMV no later than thirty (30) days following receipt of the RMV's request; provided, however that the Service Provider may request an extension of time, which the RMV may grant at its sole discretion.

3. Price Increases

The Service Provider agrees that it shall not pass on to any Permit Holder any cost incurred in order to comply with subsections (j) and (l) above; provided, however, that the terms of this subsection shall have no effect on Service Provider's ability to make regular adjustments in its fee schedule for its Permit Holders.

4. Document Scanning

The Service Provider shall maintain a document scanning system and/or process that ensures a Permit Holder scans the required documents, which may vary by the type of transaction being undertaken, and that those scanned document images are transmitted to and acknowledged as being received by ATLAS as described in the Program Specifications, as may be amended from time to time. The Service Provider agrees to keep an electronic record of all scanned documents images for a minimum of one (1) year in a manner that allows the document images to be recovered individually or in bulk should the need arise. The Service Provider agrees to electronically notify the RMV when the Permit Holder disposes of the original retained documents in a manner as specified in the Program Specifications.

VI. RMV Responsibilities

The RMV shall be responsible for the following functions.

a. Access to Data

The RMV shall make available to the Service Provider, at no cost to Service Provider, direct, on-line, real-time access to certain motor vehicle records related to vehicle registration, identification, ownership, and lienholder information, as determined necessary by the RMV, for use by Permit Holder in the processing of transactions through the EVR Program.

b. Review and Recommended Permit Holders

The RMV will review the recommendations of the Service Provider with regard to the approval of a Proposed Permit Holder, provided however that such recommendations shall not be binding on the RMV. If a Proposed Permit Holder is not approved for participation in the EVR Program, the RMV will inform the Proposed Permit Holder and the Service Provider of the reason for the denial.

c. EVR Program Requirements and Expectations

If requested, an RMV employee will meet with representatives of a Proposed Permit Holder to provide information concerning the EVR Program, the expectations and requirements for the Permit Holder including the terms and conditions of the EVR Program Permit.

d. Issue EVR Program Permits

Upon RMV approval of a Proposed Permit Holder for participation in the EVR Program, the Service Provider shall certify that any employee or contractor performing EVR Program transactions, at each Proposed Permit Holder's location, has undergone a background check as specified in Section 11a of the Access Agreement and the Program Specifications. All background checks must include verification that the person's driver's license is not suspended, revoked or subject to any non-renewal actions. Upon receipt of the certification and upon proper execution of all necessary program documentation, as determined by the RMV, the RMV may issue an EVR Program Permit. The RMV shall establish the terms and conditions of the EVR Program Permit, which may be changed by the RMV from time to time. A copy of the current EVR Program Permit is available on the RMV Business Partner website at <https://atlas.massrmv.com>.

e. Security Access

The RMV shall assign a security code to each approved Permit Holder to allow system access from the approved Permit Holders location.

f. Permit Holder Training and On-Site Post Installation Support

The RMV shall make training available to the Permit Holder and its Individual EVR Participants regarding the EVR Program requirements, the proper method of processing EVR Program transactions, and the RMV policies and procedures related to registration transactions. The RMV shall work collaboratively with the Service Provider to provide on-site post installation support for the time periods specified in the Program Specifications.

g. Help Line for Service Providers

The RMV shall make its Help Line available, from 8am to 6pm Monday through Friday, except for RMV holidays, to assist the Service Provider in answering questions or resolving problems related to RMV systems and/or RMV policies and procedures that the Service Provider is not able to answer or resolve.

h. Notice of Changes in Policies or Procedures

The RMV will provide the Service Provider, and Permit Holders, either directly or through the Service Provider, notice of all changes to policies and procedures related to the EVR Program and/or the underlying registration transactions.

i. Provide Adequate Supplies of RMV Assets

Subject to inventory control and record keeping requirements, the RMV shall make available to Permit Holders the RMV Assets necessary to process the EVR Program transactions, provided that any shipping costs shall be the responsibility of the Permit Holders.

j. Audit Service Provider

The RMV shall conduct such audits of the Service Provider as it deems necessary, which may include on-site audits at the Service Provider's facility. The RMV will provide the Service Provider with written notice at least three (3) business days prior to said audit, which shall be performed with the reasonable cooperation of the Service Provider. The RMV will provide the Service Provider with notice of any unsatisfactory conditions disclosed by any audit activity, which the Service Provider shall remedy within fifteen (15) calendar days; provided, however that the Service Provider may request an extension of time, which the RMV may grant at its sole discretion.

k. Audit and Discipline of Permit Holders

To the extent deemed appropriate by the RMV, it will audit the EVR Program transactions processed by Permit Holders for compliance with RMV policies and procedures. In addition, the RMV will conduct periodic on-site audits, at such frequency as it determines, of Permit Holders' location to assess compliance with other EVR Program requirements. The RMV will provide Permit Holders with notice of unsatisfactory conditions disclosed by any audit activity. The RMV may take such enforcement action against a Permit Holder who has failed to comply with applicable EVR Program requirements, up to and including suspension or revocation of the Permit Holder's EVR Program Permit. The RMV will provide the Service Provider with notice of the suspension or revocation of the EVR Program Permit of any of its Permit Holders. The Service Provider shall terminate the Permit Holder's access immediately upon receipt of notice from the RMV.

I. Responsibility for Underlying RMV Transactions

The RMV retains full control over the underlying RMV transactions processed through the EVR Program, including the development and establishment of all policies and procedures related to such transactions.

m. Work in Partnership with Service Provider

The RMV will endeavor to create a favorable business process for all EVR transactions and specifically for Get Ready End Users and consumers with the goal of maximizing the number of Get Ready transactions. The RMV will evaluate and implement service delivery mechanisms that aim to:

1. Decrease the wait time for Get Ready transactions;
2. Facilitate a paperless process that allows for electronic signatures and stamps; and
3. Minimize the likelihood of errors requiring more than one visit by a customer to an RMV Service Center.

VII. RMV's Use of Contractors

The Service Provider acknowledges that, in connection with the conduct of its regular business operations, including the development and operation of the EVR Program, the RMV routinely and regularly employs computer consultants, programmers, and data processors on a contract basis, both directly and through contracts with computer consulting companies. Nothing in the Agreement shall prevent the RMV from allowing such consultants and contractors to assist it or perform any service in connection with the EVR Program, in their roles as contractors of the RMV, whether or not the companies who employ such individuals, or any of their subsidiaries or affiliates, also participate in the EVR Program or provide consulting or other services to other companies who participate in the EVR Program. The Service Provider shall have no right to require the RMV to alter its practice of employing contractors or freely assigning them to any task within the RMV including work in connection with the EVR Program, and the Service Provider shall have no right to prevent such RMV contractors from working on the EVR Program, other than the Service Provider's right to terminate this Agreement without cause under Paragraph 12. The RMV's use of computer consultants, programmers, and data processors on a contract basis, as provided herein, shall in no way alter the Service Provider's intellectual property rights in Section 16 below.

VIII. Security

Service Provider 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.

IX. Ownership, Confidentiality and Use of RMV Information

- a. All data acquired by the Service Provider from the RMV from third parties at the expense of the RMV, or from Permit Holders for transmittal to the RMV in performance of this Agreement, shall be and remain the property of the RMV.
- b. Excepting the permitted uses shown in section 18, the Service Provider shall make no use of the RMV records or other information obtained from the RMV other than that specifically authorized by this Agreement and necessary for the performance of the Service Provider's functions in the EVR Program, without the prior written consent of the RMV.
- c. The Service Provider shall instruct each of its employees, agents and subcontractors having any involvement with RMV data in procedures appropriate to ensure that the Service Provider's obligations under this section are fulfilled.

X. Structured Test

The Service Provider must successfully complete the RMV Structure Test before representing to any entity that it is able to provide any services related to the EVR Program. The RMV Structure Test shall consist of a pre-defined set of business transactions and associated messages that must be successfully executed between the Service Provider's Host System and the RMV. This test will cause the Service Provider to send and respond to a pre-defined set of solicited messages and send the RMV a pre-defined set of unsolicited messages all of which the Service Providers Host System must successfully undertake. Upon the successful completion of the RMV Structure Test, the RMV may issue the Service Provider a written notice of acceptance, which will evidence the RMV's acceptance of the Service Provider's Host System and network. Upon receipt of said written notice, the Service Provider will be permitted to implement a defined list of RMV transactions in production if all other conditions for participation in the EVR Program have been satisfied. The Structured Test may be required any time the RMV introduces a new transaction or substantially changes an existing transaction(s).

XI. Compensation

The Service Provider shall not be entitled to compensation of any kind from the RMV for the submission of Vehicle Record information to the RMV, or for any other function or service provided under this Agreement. The Service Provider may charge a Permit Holder monthly participation fees, transaction processing fees, and other fees or charges as may be provided for in the Permit Holder's Agreement with the Service Provider.

XII. Termination of Agreement

a. Termination for Breach

In addition to any termination rights contained in this Agreement, the RMV may immediately terminate the Agreement and the Service Provider's access to RMV data at any time, if the RMV determines in the exercise of its sole discretion, that the Service Provider engaged in a material violation of any term of this Agreement, the Driver Protection and Privacy Act, 18 U.S.C. § 2721, et seq. ("DPPA"), M.G.L. c93H, 940 CMR 37.00 or any law pertaining to the privacy of Vehicle Records. The RMV shall have no liability to the Service Provider for terminating the Agreement under this provision.

b. 60 Day Termination

Notwithstanding Paragraph 4, this Agreement may be terminated by either party at any time upon sixty (60) days written notice. This Agreement may be immediately terminated without advanced notice upon any material breach of any covenant by either party, or if the performance of this Agreement by the RMV is made impossible or impractical, as determined in the sole reasonable judgment of the RMV, or by any order of any Court, or any action of the Legislature of the Commonwealth of Massachusetts. Notice of termination shall be in writing signed by a duly authorized representative of the terminating party and deposited with the United States Postal Service correctly addressed and postage prepaid.

XIII. Indemnification

The Service Provider agrees, in connection with the performance of this Agreement, to defend, hold harmless and indemnify the RMV, the Massachusetts Department of Transportation, the Commonwealth of Massachusetts and their employees and agents from any and all claims, actions, damages, or losses which may be brought or alleged against them for the negligent, improper, or unauthorized access, use or dissemination of the personal information contained in the RMV data. The Service Provider shall indemnify and hold harmless the Commonwealth of Massachusetts and the Massachusetts Department of Transportation (MassDOT), and the RMV 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 RMV Data obtained from the RMV; any failure of the Service Provider to comply with any applicable provisions of State or Federal laws or regulations regarding privacy of motor vehicle records or data; any failure to safeguard and limit access to the RMV Data as required herein; and/or any other acts or omissions of the Service Provider or its employees or agents in connection with the performance, exercise, or enjoyment of this Agreement, including without limitation reasonable attorney's fees and other costs of defending any such claim or action. The obligations under this paragraph shall survive the termination of this Agreement.

XIV. Warranty

The RMV makes no representation or warranty, express or implied, with respect to the accuracy of any RMV Data from a source other than the RMV. Therefore, except for acts or omissions that constitute gross negligence or willful misconduct by the Commonwealth of Massachusetts, the Massachusetts Department of Transportation, the RMV, their employees or agents, neither the Commonwealth of Massachusetts, the Massachusetts Department of Transportation, the RMV, or their employees or agents shall be liable to the Service Provider for any costs, claims, liability, damages, expenses, lost production, or any other loss of any nature or kind, in law or equity, in connection with this Agreement, including but not limited to inaccurate, incomplete, or unavailable RMV data provided pursuant to this Agreement.

XV. Infringement Protection

- a. The Service Provider represents and warrants that neither the Service Provider's Host System nor any equipment, software, or any combination thereof, provided pursuant to this Agreement, nor the use thereof, violates or infringes upon any U.S. patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any action brought against the Commonwealth or the RMV (hereinafter collectively referred to as the "RMV") in which such infringement is alleged, the Service Provider will, to the extent permitted by the law, defend or settle the claim at its own expense, and indemnify and hold harmless the RMV against any expenses, costs or damages, including reasonable legal fees and expenses, incurred by the RMV in connection with such claim, but such defense, settlement and payment are conditioned upon the following:
 1. The Service Provider is notified of any claim promptly after the RMV becomes aware of it.
 2. The RMV gives the Service Provider information reasonably available and assistance reasonably necessary to facilitate the defense or settlement of such claim and, to the extent permitted by law, the RMV makes any defenses available to it available to the Service Provider.
- b. The RMV shall have the right to enter into any negotiated settlement, but the Service Provider shall not be responsible for any settlement or compromise made without its consent so long as the Service Provider has assumed its responsibility to defend under Paragraph 15 (a). In all events, the RMV shall have the right to participate in the defense of any suit or proceeding through its own counsel.
- c. The Service Provider shall not be liable to indemnify the RMV against any claim of infringement based upon equipment, software or systems made or modified to the RMV's own detailed specifications or design, or required to be used by the RMV as part of the EVR Program.

- d. No limitation of liability provision of this Agreement shall apply to the indemnification provided by this section. The obligations contained in this section shall survive termination of the Agreement.
- e. The provisions of this section state the sole remedy of the Commonwealth regarding any claimed infringement by the equipment, software or Service Provider's Host System provided by the Service Provider pursuant to this Agreement.

XVI. Intellectual Property Rights

a. Intellectual Property

The Parties agree the Service Provider reserves full ownership rights to all forms of intellectual property developed by it for utilization in connection the EVR Program, which comprise the Service Provider's Host System or otherwise, including but not limited to those components necessary to collect, assemble and transmit to and from the Permit Holders, the Service Provider and the RMV the inquiries, information and funds transfers which are the subject of the Agreement. These components include, without limitation, any and all inventions, devices, processes, software, and formulas utilized in or comprising any component of the Service Provider Host System and/or the Permit Holders' Network, as well as all formulas, patterns, compilations, programs, devices, methods, techniques, and processes developed by the Service Provider for use in the EVR Program.

b. Use of the RMV Name

The Service Provider may use the RMV's name in connection with its provision of services to Permit Holders, but only with the prior written approval of the RMV. The Service Provider shall not state or imply that the RMV recommends or requires the use of the Service Provider's program or service to the exclusion of other similarly available services; or that the Service Provider is the exclusive provider for participation in the EVR Program; or that the Service Provider has any relationship with the RMV other than as stated in this Agreement.

XVII. Publicity

- a. The Service Provider 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 Agreement make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Agreement.
- b. If the Service Provider 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.

XVIII. Statistical Reports

- a. Service Provider may use records of EVR Pre-State Program transactions for the purpose of reporting statistics to Permit Holders to the extent permitted by the DPPA, so long as personal information contained within those records is not published, re-disclosed, or used to contact individuals.
- b. Data retrieved from the RMV by the Service Provider may be shared with Permit Holders, insurance carriers and insurance agents to the extent permitted under the federal Driver Privacy Protection Act (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, and the Standards for the Protection of Personal Information of Residents of the Commonwealth 201 C.M.R. 17.00.

XIX. Tax Compliance and Trade Restriction Certification

- a. The Service Provider certifies pursuant to M.G.L. c. 62C, §49A that it has complied with all laws of the Commonwealth related to taxes.
- b. The Service Provider certifies that it is not engaging in activities which would subject it to the restrictions contained in M.G.L. c. 7, §§22G-22M, applicable to entities doing business with the Country of Burma (Myanmar).
- c. The Service Provider certifies that it does not have ten or more employees in an office or facility located in Northern Ireland. The Service Provider further certifies that if it does hire or procure the services of ten or more employees in an office or facility in Northern Ireland during the term of this agreement, it shall provide the written certification required by M.G.L. c.7, § 22C to the Registrar within thirty (30) days of establishing such an employee base in Northern Ireland.

XX. Assignment

The Service Provider shall not assign or in any way transfer any interest in this Agreement to any other party; provided, however that a change of control of the Service Provider shall not be deemed to violate this provision.

XXI. Notices

Notice required or permitted by this Agreement shall be addressed to the address(s) as maintained by the Service Provider on their company profile on the RMV's CRM system or as follows:

To the RMV:

MassDOT RMV IS Security
Registry of Motor Vehicles Division
25 Newport Avenue Extension
Quincy, MA 02171
RMVBUSINESSPARTNERS@DOT.STATE.MA.US

To the Service Provider:

(Print Business Name, Address, and Email Address)

Business Name: _____

Address: _____

Email Address: _____

Sample - For Review Only

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.

XXII. Non-Exclusive Agreement

The Service Provider acknowledges that this Agreement is not an exclusive agreement. At its sole discretion, the RMV may enter into agreements with other parties for the same or similar services as provided by this Agreement, on such terms and conditions as the RMV determines, which may or may not be the same or similar to the terms and conditions contained herein.

XXIII. Governing Law and Forum

This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts. Each party agrees to bring any federal or state legal proceedings arising under this Agreement in a court of competent jurisdiction within the Commonwealth of Massachusetts.

XXIV. Severability

In the event that any provision of this Agreement shall be or become invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability.

XXV. Miscellaneous

- a. Provisions of this Agreement may be amended at any time, but only by an instrument in writing, signed by duly authorized representatives of both parties hereto.
- b. No failure of either party to exercise any right given to it under this Agreement or to insist upon strict compliance by the other party to its obligations under this Agreement, and no custom or practice of the parties in variance with the terms of this Agreement, shall constitute a waiver of either party's right to demand exact compliance with the terms of this Agreement.
- c. Section and paragraph headings are used for reference and convenience only and shall not impact the interpretation of this Agreement.

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

Service Provider:

Signature

Printed Name

Title

Date



Surety Bond For Electronic Vehicle Registration Service Provider Agreement

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 Five Hundred Thousand Dollars and no cents (\$500,000.00), 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 Service Provider Agreement establishes a "Bonding Requirement" for EVR Service Providers, to wit:

Prior to receiving any funds for transfer to the RMV under this Agreement, the Service Provider shall obtain and maintain from an authorized surety company, a bond in the amount of the greater of Five Hundred Thousand (\$500,000) Dollars or the average two (2) day total of funds collected by the Service Provider from its Permit Holders, in favor of the RMV to secure payment of the funds, in a form acceptable to the RMV. The terms of such bond shall require notification to the RMV officers identified in Paragraph 20 of this Agreement prior to modification or cancellation of such bond.

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 \$500,000.00 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 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.

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



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