



## ELECTRONIC VEHICLE REGISTRATION PROGRAM (EVR) PERMIT TERMS

### I. GENERAL

#### Scope

1. This Permit is issued by the Registry of Motor Vehicles 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.

a. **Dealer:**

A **Class 1 dealer** (franchisee of a manufacturer of new motor vehicles) for motor vehicles sold by the dealer. The dealer 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 and cancellations, collecting fees and other monies, and processing and facilitating the payment of sale taxes by the purchasers to RMV, subject to the terms hereof. Only a Class 1 dealer Permit Holder may provide EVR program services for vehicles which are sold by an out-of-state dealer, but delivered to customers through Permit Holder, commonly known as a "courtesy delivery." Permit Holder shall comply with all rules and procedures established by the RMV for processing such transactions.

A **Class 2 dealer** (dealer of used motor vehicles) for motor vehicles sold by the dealer. The dealer 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 and cancellations, collecting fees and other monies, and processing and facilitating the payment of sale taxes by the purchasers to RMV, subject to the terms hereof.

b. **Insurance Agent/Provider.** The insurance agent/provider will provide certain titling and registration services, including receiving applications for the titling and registration of motor vehicles, registration renewals and cancellations, issuing motor vehicle registration plates and/or decals, collecting fees and other monies, and processing and facilitating the payment of sale taxes by the purchasers to RMV, subject to the terms hereof.

- c. **Fleets:** All fleet owners may perform titling and registration services for vehicles in its own fleet and managed fleets, including processing applications for the titling and registration of its motor vehicles, registration renewals, issuing and canceling motor vehicle registration plates and/or decals, paying fees and other monies, and processing and facilitating the payment of sales taxes to the RMV, subject to the terms hereof.

Fleet owners may not process any registration transactions or transaction types for non-members of their managed fleet other than those listed in Appendix A, without prior written approval by the Registrar. Any proposed additions or changes to Appendix A, requires the written approval of the Registrar and must be submitted in writing to the Director of Registrations and Titles for approval by the Registrar. The Registrar shall use her best efforts to accept, reject or modify said proposal within 14 business days from receipt but no transactions may be processed by or for a proposed new fleet until approval is granted by the Registrar.

Subject to earlier termination or revocation pursuant to Section VI, this Permit shall continue until further notification from the Registry of Motor Vehicles. The term of this Permit may be extended by mutual agreement of the parties. 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.

#### Limited Authority

2. Permit Holder will act under limited authority from the Registrar of Motor Vehicles (Registrar) 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, and further acknowledges that Permit Holder has no authority, either express or implied, to bind RMV or the Registrar or to incur any obligation on behalf of the RMV or the Registrar. 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.

#### Bonding Requirement

3. 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 day receipt total, the RMV may require 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 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 notification to the RMV officer identified in Section XIV of this agreement prior to notification or cancellations of such bonds.

#### Insurance Requirement

4. 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 coverage must be maintained and remain in effect for the life of this Permit, provided that greater amounts of coverage may be required by the Registrar if in his or her 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 Registrar in writing.

#### Tax Compliance

5. Prior to the issuance of a Permit, and any renewal or extension 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, which shall not be dated more than 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.

6. A Permit Holder shall agree by the terms in this agreement to provide the Registry of Motor Vehicles its authorization to access information from the Department of Revenue to verify tax compliance.

#### Network Requirement

7. Permit Holder shall enter into and maintain an agreement with a service provider approved by the RMV for participation in an 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 provider has been executed by Permit Holder.

8. Permit Holder is charged with notice of the content of the agreement between the RMV and the service provider providing the electronic interface between the Permit Holder's system and the RMV's database.

9. Permit Holder recognizes and acknowledges that the RMV, in conjunction with the American Association of Motor Vehicle Administrators (AAMVA), has developed a national standard of electronic Messaging ("AAMVA EVR Messaging Standard") for use

in its electronic registration programs, including the EVR Program. All Permit Holders are required to process transactions using the AAMVA EVR Messaging Standard.

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

## **II. AUTHORIZED ACCESS**

### Approved Users

11. (a) Permit Holder shall designate at least three (3) staff members (including one person with supervisory responsibility, who is primarily responsible for the verifying and signing of all sales tax exemption applications, one as a primary clerk and a back up clerk) as the authorized users of the RMV approved electronic network and Registrar's stamp and/or electronic signature. No person shall be deemed to be an authorized user except by prior approval of the Registrar and no person may perform functions as an authorized user unless the person has successfully completed training as provided by the RMV and is in good standing. As a condition of approval, each proposed authorized user shall provide such information and undergo such background check as the Registrar deems appropriate. All authorized users 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, Permit Holder employs fewer than three (3) staff members qualified to perform EVR functions, it shall immediately notify the Registrar, in writing of such fact and the reason therefore, and explain how the Permit Holder intends to come into compliance. The Registrar shall review the explanation and may establish a date by which the Permit Holder must be in compliance to remain in the EVR Program. Failure to adhere to a date set by the Registrar shall be cause for revocation of the EVR Permit.

(b) Permit Holder shall limit access to the network and Registrar's stamp and/or electronic signature to those staff members who have been approved by the Registrar as authorized users. Permit Holder shall notify the RMV of changes in the employment status of those individuals designated as authorized users within twenty-four (24) hours of the change, and shall await notice from the Registrar that a newly authorized user has been approved and appointed by the Registrar before allowing such individual access to the network and stamp. The Registrar, in his or her discretion, may terminate any individual's previously authorized access without prior notice.

## Limited Access

12. (a) The Registrar will make available to Permit Holder, through an RMV approved electronic network, access to RMV vehicle record files, such access to be limited in scope to that information needed by Permit Holder to perform the functions of the EVR program. Permit Holder shall make no use of the information obtained from RMV except in connection with Permit Holder's participation in the EVR program and, in no event, shall Permit Holder disclose or convey such information to any third party, other than the person to whom the information pertains, without the prior written consent of the RMV.
- (b) Information obtained through access to RMV vehicle record files is subject to the restrictions upon use and dissemination imposed by the federal Driver Privacy Protection Act, (DPPA), 18 U.S.C. §2721, et seq, and other applicable provisions of Massachusetts and federal law regarding privacy, access and use of motor vehicles records and information, and Permit Holder shall abide by all such state and federal laws and any regulations or procedures adopted by the RMV or any agency of the Commonwealth of Massachusetts with regard to disclosure or dissemination of any information obtained from RMV records or files. Other than documents required to be filed with the RMV or required to be maintained by the Permit Holder that contain personal information of customers, the Permit Holder shall take all necessary steps to timely and thoroughly destroy, by a shredding process, any documents containing a customer's personal information. The Registrar may immediately suspend or revoke access to any person, including the Permit Holder, who wrongfully obtains or uses a customer's personal information or who fails to properly destroy personal information protected by the DPPA and required to be destroyed by this Permit.

### **III. STANDARDS AND OPERATIONS**

13. Permit Holder shall comply with all rules, policies, procedures, and standards applicable to the EVR program, which are detailed in the EVR Business Specification Booklet, 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 authorized users of the RMV approved electronic network attend the required training workshops provided for participants in the EVR program, prior to obtaining access to the network;
14. In connection with its participation in the EVR program, Permit Holder shall:
- (a) follow all applicable laws and all rules, regulations, policies, and procedures of the RMV relating to registrations and titles, provided however the RMV retains the exclusive right to establish and amend all such rules, regulations, policies, and procedures; and Permit Holder shall follow all

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

(b) maintain a valid Dealer's license, if a Class 1 or Class 2 "Dealer," or a valid agent license issued by The Division of Insurance, if an insurance agent. A Fleet must satisfy the Registrar that it is legally authorized to conduct business.

(c) 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

(d) receive, enter and maintain electronically, securely store, issue, account for, and be fully responsible for the Registrar's stamp, and such registration plates, decals, registration certificates and other items of value as may be entrusted to Permit Holder by the Registrar and to destroy any registration plates returned for cancellation.

(e) issue registration plates, decals, registration certificates and any other RMV related materials to RMV customers only in accordance with the rules, regulations, policies and procedures established by the RMV from time to time;

(f) submit reports, including daily activity reports, inventories of registration plates and decals, and other such reports as may be required by the Registrar, and in a format approved by the Registrar;

(g) not mingle or commingle any funds received for registration, title or sales tax fees with Permit Holder's pursuit of business or other activities not related to the EVR program so as to cause any loss or expense of any nature or kind to RMV;

(h) in all other respects, comply with the applicable laws of the Commonwealth of Massachusetts and the United States of America;

(i) except for a Class 1 Dealer's processing of a "courtesy delivery," not process any registration transaction other than for those customers of the Permit Holder's agency or dealership or for its own Fleet's operations located at the address as listed on this Permit and at no other location without prior, written approval from the Registrar; and

(j) not process qualifying transactions at an RMV branch without prior approval from the Registrar.

### Performance Standards

15. (a) Permit Holder 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; and

(iii) for a dealer or insurance agent, Permit Holder must process a minimum of 30 new plate or plate transfer transactions monthly to continue to participate in the EVR Program.

If at any time, Permit Holder finds itself unable to satisfy the volume performance standards, it shall promptly provide the RMV with a written explanation of the reason for the inability, including a description of the steps that Permit Holder is taking to correct the deficiency in performance, and an anticipated date on which Permit Holder expects to satisfy the volume performance standards. The Registrar shall review the explanation and may establish a date by which the Permit Holder must be in compliance to remain in the EVR Program. The Registrar may also establish specific performance criteria and goals that must be met by the Permit Holder to come into compliance by the required date.

(b) Permit Holder shall use its best efforts to insure 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. Permit Holder shall bundle its daily paperwork and deliver such work to the RMV in accordance with the provisions of paragraph #16(c).

(c) The failure of Permit Holder to comply with the volume and quality performance standards in Paragraph 15 (a) and (b) may result in action against Permit Holder, which may include, but not be 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.

(d) Permit Holder shall respond to the Registrar, in the manner and time set by the Registrar, when notified of missing, incorrect or incomplete paperwork, complaints, or other issues of concern to the Registrar 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.

## Additional Program Requirements

16. (a) Except for an out-of-state Fleet operation, Permit Holder shall maintain an office in Massachusetts, approved by the RMV, with appropriate staff necessary to maintain the office during normal business hours.
- (b) 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. In no event shall any fee or cost be charged in connection with processing the payment of sales tax. Out-of-state Fleet operations must pay the RMV's costs for conducting on-site audits, including reasonable travel expenses for the RMV's audit employees.
- (c) No later than the business day following the day of processing, Permit Holder shall deliver all RMV documents to a designated Registry Office, or mail them to the RMV Boston office using a mail service that insures at least second day delivery and has the ability to track mailed items. If the Registrar authorizes the Permit Holder to deliver its work to the RMV on a weekly basis, Permit Holder shall do so not later than 5:00 pm on the first Monday following the week for which the work was processed. The Registrar shall make the determination as to whether work shall be submitted on a daily or weekly basis.
- (d) Each business day, Permit Holder shall arrange for the transfer to the RMV of all monies collected for all EVR transactions by electronic funds transfer, using an RMV approved electronic network, in accordance with procedures adopted by the RMV. If a situation arises where, due to reasons beyond the control of Permit Holder, Permit Holder is unable to arrange for the transfer of funds to the RMV by the end of a business day, Permit Holder shall notify the Revenue Control Department of the RMV before the end of that business day, and within two days of such occurrence shall provide the RMV with a detailed written explanation of the reasons for the failure to timely transfer the funds. Repeated failures, or an unjustified failure to collect the proper fees and taxes due the RMV, and to timely remit funds to the RMV shall be cause for termination of this Permit.
- (e) Permit Holder may provide the RMV with a copy of each bad (uncollectible) check received by Permit Holder from a customer which, in part or total, covers registration, title or sales tax fees. The RMV will enter the check information into RMV's Bad Check System and, once it has received payment from the customer for the registration, title or sales tax fees, the RMV will issue Permit Holder a check in an amount equal only to such fees. For purposes of this subsection, a check will be deemed a "bad check" only after it has been dishonored at least twice, and only to the extent it is not paid, covered or reimbursed by some third party or service.



(f) Permit Holder will be provided with a Registrar's stamp and/or electronic signature to validate registration certificates. Permit Holder or his or her designee will be responsible for the stamp, and for all documents stamped with the assigned stamp or electronic signature. The stamp shall be secured from all non-authorized personnel at all times, in addition to being secured in a locked safe after business hours. Use of the stamp shall be limited to those individuals who have received prior approval under Paragraph 11 above. The Registrar may recall any stamp, or revoke any individual's approval for use, at his or her discretion.

(g) Permit Holder will be provided with a predetermined quantity of registration plates and plate decals. Permit Holder or his or her designee will be responsible for these plates and decals, and for all plates and decals issued from the inventory assigned to the Permit Holder. The plates and decals 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 those individuals who have received prior approval under paragraph 11 above. The Registrar may revoke any individual's authorization for plate and decal issuance, at his or her discretion.

(h) Permit Holder shall submit a detailed written security plan for the control of the Registrar's stamp, registration plates, decals, and registration certificates 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 Registrar.

(i) If the Permit Holder wishes to alter or move their EVR processing location, the Holder shall submit a proposed new detailed security plan and floor plan as described in (h) above to the Registrar. Upon approval of the amended security plan by the Registrar, the Permit Holder shall notify the RMV in writing at least seven (7) business days prior to the expected completion of said alteration or move. 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 supplies and that all EVR equipment is transferred and processing correctly at the new location.

(j) All RMV supplies must be stored in a secured area that is not accessible to the general public. This policy also applies to the processing of registration transactions. Therefore, transactions should not be processed in a public area or on the showroom floor.

(k) Each authorized user under paragraph 11 will be provided with an ALARS [Automated Licensing and Registration System] Identification Number ["ALARS ID"] for accessing the RMV database. Permit Holder shall be responsible for all

transactions performed under any ALARS ID assigned to an authorized user of Permit Holder. Breach of security on the ALARS system by Permit Holder or any of its employees or agents shall be cause for immediate revocation of this Permit.

(l) A dealer Permit Holder must have a DMS (Dealer Management System) acceptable to the Registrar which system has the ability to properly print all required fees and transaction or batch numbers to participate in the EVR Program. The Permit Holder must notify its Service Provider within three (3) business days of any changes made to its DMS that may impact the importation of tax related data to the Registry's RMV-1 Form (Registration and Title Application). A dealer Permit Holder's failure to provide the required notice to the Service Provider and to comply with all terms required in the Service Provider's Master Services Agreement for making changes to its DMS may result in the immediate suspension of EVR privileges by the RMV and the scheduling of a Hearing to determine if the EVR Permit should be revoked.

#### **IV. SECURITY AND CONFIDENTIALITY**

##### Security

17. Permit Holder shall safeguard the electronic equipment which provides access to the RMV approved electronic network and limit access to said equipment and to the data and information from RMV files which is available through said equipment to those persons who are authorized users of the network, and who have been approved by the Registrar, and who have been properly trained in their duties and responsibilities as authorized users under this Permit. The electronic equipment utilized by Permit Holder to obtain access to the RMV approved electronic network shall be a termination point in that network and shall not serve as an intermediate communications link for other remote systems. Permit Holder shall implement procedures to ensure that such electronic equipment, and the information available therefrom, including any monitor, printer, printout or other form of display or duplication of vehicle record information, including any printed copy of a vehicle record, shall be placed so as to prevent the information from being viewed by persons who are not authorized users of the equipment. Permit Holder shall implement procedures to ensure that any printed copy of a vehicle record obtained from RMV files shall be destroyed when its legitimate use has ended as outlined in paragraph 12 (b). In addition to any other right or remedy available to him or her, the Registrar may suspend or terminate the access privileges of Permit Holder upon the breach of, or failure to fulfill, any responsibility established pursuant to this permit or for any violation of Massachusetts or federal law or regulations, policies and procedures of the RMV, and may suspend or terminate the access privileges of any individual authorized user upon any such breach or failure to fulfill.

18. Permit Holder shall take reasonable steps to assure the security of personal data and other confidential information in its possession including, but not limited to: alarm systems, locked files, guards or other devices reasonably calculated to prevent unauthorized copying or removal of manually held data; passwords, access logs, badges or other methods reasonably calculated to prevent unauthorized copying or removal of electronically or mechanically held data; limited terminal access; limited access to input documents and output documents; and design provisions which avoid unnecessary use of the names of data subjects.

### Confidentiality

19. (a) Permit Holder shall comply with the federal Driver Privacy Protection Act, 18 U.S. C. §2721, et seq, and all other applicable provisions of federal and Massachusetts law, rules and regulations with regard to disclosure and dissemination of: (a) any information obtained from RMV records or files, or (b) like information or documents which have been or will be transmitted by Permit Holder to RMV, including application forms, tax information, vehicle record information and other related materials. Permit Holder shall make no use of such information except that which is necessary in connection with Permit Holder's participation in the EVR program and, in no event, shall Permit Holder disclose or convey such information to any third party, other than the person to whom the information pertains, without the prior written consent of the RMV.

(b) Permit Holder recognizes that in the performance of the functions authorized by this Permit it may acquire or have access to personal information or data as defined in the federal Driver Privacy Protection Act, M.G.L. Chapter 66A, Fair Information Practices, and regulations thereunder, or other information deemed confidential by other state or federal law. The Permit Holder shall comply with the laws and regulations of the Commonwealth, and any applicable federal laws and regulations, relating to confidentiality and privacy.

(c) Permit Holder shall at all times recognize the RMV's ownership of personal data and the exclusive rights and jurisdiction of the Commonwealth and data subjects to control the use of personal data. Permit Holder shall immediately notify the RMV orally and in writing if any personal data in its possession is subpoenaed, is improperly used, or is copied or removed by anyone except an authorized representative of the RMV, and Permit Holder will cooperate with the RMV in taking such steps as the RMV deems advisable to enjoin the misuse, regain possession of the data, or otherwise protect the Commonwealth's rights and the data subject's privacy.

(d) Permit Holder agrees to instruct each of its staff 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

20. (a) Permit Holder shall prepare and maintain a sufficient record of services performed, to enable RMV to verify the transactions by Permit Holder on ALARS.

(b) The Registrar 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 ALARS 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 Registrar or his or her designee shall be granted full access to the Permit Holder's 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 Registrar be combined with any other type of inspection, examination or audit conducted by the Registrar, including but not limited to an inspection and audit of the Section 5 General Registration Plates assigned to the Permit Holder

(c) 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 ALARS 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.

(d) 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.

(e) Transaction records must be maintained for five years. Original records of EVR transactions for the most recent ninety day period must be maintained at the Permit Holder's location where the transactions occurred. This ninety day requirement ensures easy access to transaction records for audit purposes during unannounced site visits. After ninety days these records may be

physically stored in a secure facility, whether on-site or at an offsite location, or the documents may be imaged and stored electronically if the Registrar has approved of the Permit Holder's image and electronic storage process. Upon request of the RMV, upon reasonable notice, records stored offsite must be made available for inspection.

## **VI. REVOCATION OF PERMIT**

21. The Permit may be surrendered by Permit Holder, or suspended for a period of time or revoked by the RMV:

(a) for good cause, following the opportunity for a hearing on the matter, preceded by seven (7) calendar days' written notice from one party to the other;

(b) for good cause, on immediate notice, in the public interest. Demonstrated failure to honor the terms of this Permit is good cause for immediate revocation of the Permit.

(c) without cause, following (30) calendar days' written notice from one party to the other.

Whether suspension for a fixed time or revocation of the Permit is the appropriate remedy in a particular circumstance, shall be within the sole determination of the Registrar. Once a Permit is revoked, the Permit holder may not reapply for another EVR Permit at that location for a minimum of one (1) year from the date of revocation. An applicant for an EVR Permit at a location which has been the subject of a Permit revocation within the previous 12 months 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 Registrar 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.

22. Upon any suspension, revocation or automatic termination of the Permit, the Permit Holder shall make available to the RMV for immediate retrieval, the Registrar's stamp and all registration plates, decals, registration certificates and any other items previously entrusted to the Permit Holder by the RMV.

23. The Permit shall automatically become null and void 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.

## **VII. CONFLICT OF INTEREST**

24. (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.
- (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 Permit Officer. A determination by the RMV that such a conflict or appearance exists shall be cause for immediate revocation of the Permit under Paragraph 21 (b).

## **VIII. NON-DISCRIMINATION**

25. Permit Holder shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. Permit Holder agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4(1); and all relevant administrative orders and executive orders, including Executive Order 227 and Executive Order 246. The Massachusetts Commission Against Discrimination (MCAD) shall be responsible for determining compliance with nondiscrimination and affirmative action complaints or claims, and in the event of Permit Holder's noncompliance with this section, the RMV and the MCAD shall impose such sanctions as they deem appropriate including but not limited to, revocation or suspension of this Permit.

## **IX. LIABILITY AND INDEMNIFICATION**

### Limitation of Liability of RMV

26. 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.

### Indemnification

27. 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 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.

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.

### Personal Liability of Permit Holder

28. 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.

## **X. MEDIA CONTACTS**

29. (a) Permit Holder shall at all times obtain the prior written approval of the Permit Officer before it, any of its officers, agents, employees or subcontractors either during or after expiration or termination of the Permit make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or to be performed, or data collected under this Permit including, without limitation, any advertisement referencing this Permit or the services to be provided thereunder.

(b) If Permit Holder publishes a work dealing with any aspect of performance under this Permit, or of the results and accomplishments attained in such performance, the RMV shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

## **XI. RESTRICTIONS ON ASSIGNMENT**

30. 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. 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 personal to Permit Holder, which is revocable according to the terms hereof.

## **XII. AMENDMENTS AND WAIVERS**

31. 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 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.

32. 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.



### **XIII. MISCELLANEOUS**

33. The Permit Terms shall be construed under and governed by the laws of the Commonwealth of Massachusetts and the United States of America.

34. 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, but this provision shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

35. 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.

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#### XIV. SIGNATURE PAGE

Permit # \_\_\_\_\_

The Registrar of Motor Vehicles (RMV) has this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

issued to (Permit Holder) \_\_\_\_\_ in its capacity as a

(check one) \_\_\_ Class 1 Dealer; \_\_\_ Class 2 Dealer; \_\_\_ Insurance Agent/Provider; \_\_\_ In-State Fleet; \_\_\_ Out-of-State Fleet  
the above indicated Permit in the RMV's Electronic Vehicle Registration (EVR) program and said Permit Holder agrees to be bound by all of the terms and conditions contained herein. Permit Holder acknowledges it is also bound by the policies and procedures of the Registrar and all statutes, rules and regulations of the Commonwealth of Massachusetts.

#### For Registrar of Motor Vehicles

by: \_\_\_\_\_

Gretchen Daley  
Director of Registrations and Titles  
Registry of Motor Vehicles  
P.O. Box 55889  
Boston, MA 02205-5889

The above signatory, also known as the "Permit Officer," is designated as the principal authorized representative of the Registrar and shall have the responsibility of coordinating the RMV's obligations under this Permit. Such designee may be changed during the period of this Permit at the discretion and convenience of the Registrar.

Notices required to be sent by the Permit Holder shall be sent to the RMV's designee at the above address with a copy to:

General Counsel  
Registry of Motor Vehicles  
P.O. Box 55889  
Boston, MA 02205-5889

Hand Deliveries to:  
RMV, 25 Newport Ave. Extension, 4<sup>th</sup> Floor  
Quincy, MA 02171

#### For Permit Holder

by: \_\_\_\_\_

(Signature of authorized representative)

\_\_\_\_\_  
(Printed name of authorized representative & position)

\_\_\_\_\_  
Name of Permit Holder (include d/b/a)

\_\_\_\_\_  
(Street address and # of Authorized Permit Location)

\_\_\_\_\_  
(City, State Zip Code)

\_\_\_\_\_  
(Tel: Number)

Unless otherwise specified below, the above signatory is designated as the principal authorized representative of the Permit Holder and shall have the responsibility of coordinating the Holder's obligations under this Permit. Such designee may be changed during the period of this Permit and written notice must be provided to the RMV's Permit Officer within 10 days of such change.

\_\_\_\_\_  
Name of designee other than Auth. Rep

\_\_\_\_\_  
Position

Notices required to be sent by the RMV's designee shall be sent to the Permit Holder (or designee) at the above address.