

**SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES****STOLEN VEHICLE INQUIRY AND WEB SCREENS ACCESS CONTRACT**

This contract is entered into between \_\_\_\_\_ Demolisher/Secondary Metals Recycler (Company) and the South Carolina Department of Motor Vehicles (Department). This contract will begin on the date it has been signed by both parties and will remain in force until terminated by either party under the terms of this contract.

WHEREAS, the Department has developed web based screens which will allow participating Demolishers/Secondary Metals Recyclers (Companies) to inquire on Department records for the purpose of verifying if a vehicle has been reported stolen through the National Motor Vehicle Titling Information System (NMVTIS) utilizing the National Insurance Crime Bureau database. These web based screens are pursuant to Act 242 of 2012, enacted by the South Carolina General Assembly on June 27, 2012.

WHEREAS, the Department has established security rules and edits, described below, to limit access to subject screens and that these security rules and edits as revised from time to time and communicated to the User, are incorporated herein as though repeated verbatim.

**1. COMPANY RESPONSIBILITIES**

- a) The Company will comply with all requirements and be subject to the screen access security rules and edits, as they may be revised from time to time.
- b) The Company agrees to provide and document security awareness training for all employees/personnel with access to SCDMV data. As a minimum this training must emphasize the importance of protecting customer private information to include personally identifiable information against unauthorized disclosure. Training must also stress protecting passwords and accounts providing access to the SCDMV data. Emphasis will be placed upon the use of strong, non-dictionary passwords containing a combination of at least eight upper and lower case letters, at least one special character and at least one number. Emphasis must be placed upon not sharing passwords.
- c) The Company will authorize a Security Administrator ("SA") who will be provided an Administrator Account through which the Company SA will maintain the accounts of all Company personnel who have authorized access to Department Data.
- d) The Administrator Account will allow the SA to create and maintain user accounts for Department data access. This access is limited to Company employees assigned to jobs requiring a stolen vehicle VIN check for vehicles accepted for demolition or dismantling.
- e) The Company SA must keep a current list of the personnel authorized to use these screens, and make the list available to the Department upon request. The SA must be responsible for account maintenance for these users (resetting user id/passwords, deleting accounts for employees who leave, creating new accounts and so forth). The Company SA must immediately delete or remove access to any authorized user whose employment

with the Company is terminated for any reason.

- f) The Company acknowledges that persons granted authorized access to Department data must agree that neither the account, nor passwords nor user ids or passwords related to the account, may be shared with any other person or employee other than the authorized user. Users should also acknowledge that access to Department data is intended only for Company use to meet the purposes specified in this agreement.
- g) The Company will not retain hard copy prints of data obtained from Department records via the Inquiry web screens except as required by law. Even though the Company will not have access to personal information, the data provided the Company by the Department is not to be considered public information. The Company will not provide data obtained from Department records to any other third party, except as required by law enforcement or other auditing entities to ensure compliance with legal requirements.
- h) The Company recognizes that a stolen vehicle inquiry is valid only for the particular point in time indicated by the date/time stamp on the receipt. The Company recognizes that any information printed from Department records does not retain currency after it is printed.
- i) The Company SA may be required to provide the public IP address that will be used by the workstation(s) accessing these screens so that the Department can validate an authorized Company source.
- j) The Company must notify the Department's Procurement Office as soon as possible but not less than sixty (60) days before the Company SA position is to be vacated, if known. If it is not known that the position may be vacated until less than sixty days before the position is vacated, the Company will so inform the Department immediately upon the SA's vacating the position. In the event that a Company SA vacates his position with the Company, the Company agrees that the accounts will be invalidated by the Department within thirty days after notification of the vacancy to the Department, unless the Company has submitted and the Department has approved an interim point of contact for the management of user accounts.
- k) The Company agrees that the Department has the right to audit, inspect and investigate the Company's use of the on-line system, and that access to the Department or its authorized designees for this purpose during normal working hours or as otherwise reasonably arranged in advance will not be withheld. The Company agrees that the Department may also electronically monitor usage authorized pursuant to this agreement at any time for purposes of promptly discovering and correcting any suspected abuse or failure to abide by this contract.

## 2. DEPARTMENT RESPONSIBILITIES

- a) The Department agrees, at no cost to the Company, to make available to the Company direct online access to its NMVTIS stolen vehicle data. Access to Department data by the Company will be solely for fulfilling the purposes of this contract.

- b) The Department warrants that it has all necessary statutory authority to grant such access in the State of South Carolina.
- c) The Department will enforce the following security rules and edits in providing data to the Company:
  - 1) Access will be authorized only to individuals identified by the Company SA as needing access to these inquiry screens. The Account will provide for Internet based, online access to designated DMV data through a PC running a supported web browser.
  - 2) The Department will allow the Company SA to provide access to additional individuals in the Company. The Department will ensure that the Company has met all requirements before any access is granted.
  - 3) The Department will make every effort to inform Company SA of unscheduled maintenance or system downtime and will make all reasonable efforts to resolve system issues in a timely manner. **Scheduled maintenance down time is from 7 – 10 pm every Sunday.**
  - 4) The Department agrees to provide the Company with a reference document for system access.

#### 4. ACCURACY OF DATA TRANSMISSION

Nothing in this Agreement shall be construed to create on the part of the Company any duty to make any inquiry regarding the accuracy of any information.

#### 5. INFORMATION ACCESS

The Company shall not sell or impart to any person, firm or corporation any information obtained from Department records, including listings of individual vehicles, for any reason.

#### 6. LIMITATION OF LIABILITY

To the extent permitted by the law of the State of South Carolina, the Company shall indemnify the Department for and against any and all claims, losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or in part out of the acts or omissions of the Company or anyone acting on behalf of the Company with respect to this program or which arise out of the Company's failure to abide by the terms of this contract, or any employee's failure to abide by the terms of any personal information release agreements for which the Company seeks to authorize any individual access, including, without limitation, reasonable attorneys' fees and all other costs of defending any such action or claim.

#### 7. NOTICE

Any notice given pursuant to this Agreement must be in writing. Notice is determined by the lesser of when actually received by the addressee or five business days after the mailing of the notice to the Department Executive Director or the Company signatory at the addresses listed below.

## 8. CHOICE OF LAW

This contract was made and entered in pursuant to the laws of the State of South Carolina. The laws of South Carolina shall govern the resolution of any issue arising in connection with this contract, including, but not limited to, all questions concerning the validity of this contract, the capacity of the parties to enter therein, any modification or amendment thereto and the rights and obligations of the parties hereunder.

## 9. TERMINATION

Department shall immediately suspend or terminate all the access privileges of the Company or any agent of the Company without a hearing upon the Company's, or its agent's, breach of or failure to fulfill any responsibility established pursuant to this contract, the failure to fulfill any duty set forth in any personal information release agreement by any user the Company has sought to authorize access or screen access security rules and edits.

If the Department determines to its own satisfaction that the Company has either misused or knowingly allowed the misuse of the stolen vehicle data, the Department may, in addition to other penalties provided by law:

- (a) Terminate this agreement immediately,
- (b) Require the return of all files and media containing information provided by the Department,
- (c) Hold the Company responsible for any damages arising from the misuse of the information,
- (d) Make publicly available the evidence of information misuse, and
- (e) Prosecute or seek remedies made available to the Department.

Either party may terminate this Agreement upon thirty days written notice to the Department.

## 10. MODIFICATION OF THIS AGREEMENT

This agreement is subject to change and modification due to changes in the Department's policies, the issuance of court orders, or changes in state and/or federal laws, rules, and regulations. If the Department changes its policies, if court orders are issued, or if the laws, rules, or regulations change such that the terms of this agreement must be modified, the Company, whenever possible, will be notified at least thirty days in advance of such changes or modifications and the Company may, at its option, immediately terminate this Agreement.

This Agreement can be modified by either party in any manner; except that modifications requested by the Company must be agreed to in writing by all parties to the contract. All changes to the Agreement must be submitted through written amendment which has been executed by all parties.

This agreement anticipates periodic modifications of the security rules and edits noted above. This agreement will not need to be amended solely to accommodate such modifications.

User: \_\_\_\_\_

Account No. \_\_\_\_\_

**11. MISCELLANEOUS**

This Agreement is the exclusive statement of the parties with respect to its subject matter and supersedes all prior contracts, negotiations, representations, proposals, and awards, written and oral, relating to its subject matter.

IN WITNESS HEREOF, the parties hereto have caused these presents to be executed.

**DEPARTMENT OF MOTOR VEHICLES**

Address for Notification:  
South Carolina Department of Motor Vehicles  
Attention: Director of Administration  
Post Office Box 1498  
Blythewood, South Carolina 29016  
Email: Procurement@scdmv.net  
Telephone: 803.896.9661  
FAX: 803.896.3855

\_\_\_\_\_  
Trish Blake, Director of Administration

Date: \_\_\_\_\_

**COMPANY**

Address for Notification:  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (print name)

\_\_\_\_\_  
Title (print title)

\_\_\_\_\_  
Authorized Representative (signature)

Date: \_\_\_\_\_

91