

Agency Name \_\_\_\_\_

Account # \_\_\_\_\_

**SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES  
PERSONAL INFORMATION RELEASE AGREEMENT  
(FOR PUBLIC AGENCY-EMPLOYEE NOTIFICATION)**

(Please type or print in ink)

This Agreement is entered into between the \_\_\_\_\_ (“User”) and the South Carolina Department of Motor Vehicles, hereinafter referred to as the Department. This agreement period will begin on the date it has been signed by both parties and will remain in effect as long as the User continues to obtain personal information from the Department’s records.

The User and the Department have entered into this Agreement as a supplement to the User having set up a user account by which it will obtain certain information and/or documents from the Department’s records. The specific information and/or documents requested by the User contain personal information about Department customers.

The definitions of the term “personal information” vary in the laws cited below. As a summary for the purposes of this agreement, the User understands that the term “personal information” means information that identifies or describes an individual including, but not limited to, signature, social security number, date of birth, driver identification number, customer number, name, home address, home telephone number, height, weight, race, and other physical details.

The User certifies that it is entitled to obtain and use personal information recorded in the driver and vehicle files of the Department in accordance with of the Driver Privacy Protection Act (DPPA), 18 U.S.C. Chapter 123. In particular, the User claims that its use of such personal data will fit the exemption of 18 U.S.C. §2721(b)(1), which states “For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.” The User certifies that the information from said records will be used for no purpose other than the purpose for which it was furnished.

The User certifies that it will comply with all applicable Federal and State statutes and regulations pertaining to personal information disseminated by the Department which include but are not limited to: the DPPA; §607 of the Federal Fair Credit Reporting Act, Public Law No. 91-508; Title VI of the Consumer Credit Protection Act; S.C. Release of Licensing And Registration Information laws, S.C. Code §§56-3-510 to -540; the S.C. Freedom of Information Act S.C. Code §§30-4-160, *et seq.*; and the S.C. Family Privacy Protection Act (FPPA), S.C. Code §§30-2-10, *et seq.*

Except as provided for in this agreement, the User certifies that the information will not be shared with, sold, given, transferred or otherwise made available to any other person, firm, corporation or government agency unless expressly agreed to by the Department in writing. [*Express agreements allowing any disbursement of records must be negotiated with the Department and will then be incorporated herein as an Attachment hereto.*]

S.C. Code Ann. §30-2-50, which is part of the FPPA, requires that the Department give notice to all requestors of records that obtaining or using public records for commercial solicitation directed to any person in this State is prohibited. The User certifies that it will not misuse or allow the misuse of the information in violation of the FPPA.

In the event that User resells or otherwise re-discloses personal information obtained from the Department, from each date said personal information is furnished to the User by the Department, the User will, for a period of five years [see DPPA §2721(c)] keep on file written evidence of the appropriate use of that set of personal information. The User further agrees that, in case any claim or litigation arises out of the disclosure of such information by the User or anyone to whom the User has disclosed such information, the User's personnel will assist the Department in defense of the claim or litigation.

Data provided by the SCDMV may contain customer personally identifiable information (PII). If User has any reason to believe that SCDMV data has been accessed, disclosed, acquired without proper authorization or that SCDMV data has been in any way compromised, User will alert the SCDMV immediately.

User 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 (PII) 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.

The User will grant reasonable access to the Department's auditors or other persons acting on the Department's behalf to inspect the above records. Such access will be at the User's facilities unless the User and the Department agree on another site.

This agreement is subject to change due to the issuance of court orders or changes in State and/or Federal laws, rules, and regulations governing access and use of the requested information. If court orders are issued or if the laws, rules, or regulations change such that the terms of this agreement cannot be fulfilled, the agreement will be automatically and immediately terminated and all unpaid fees under any associated contract or agreement will be due and owing.

The User will not misuse or allow the misuse of the information in violation of any provision of law. If the Department determines to its own satisfaction that the User has either misused or allowed the misuse of the information, the Department may, in addition to other penalties provided by law:

- 1) Terminate this agreement immediately
- 2) Require the return of all files and media containing information provided by the Department
- 3) Require that the User delete any electronic files containing information provided by the Department.
- 4) Hold the User responsible for any damages arising from the misuse of the information
- 5) Make publicly available the evidence of information misuse, and
- 6) Take any other actions that the Department deems appropriate to protect the interests of the Department and the citizens of the State.

Except as otherwise provided for herein, this agreement may be terminated by either party with not less than thirty days written notice to the other unless a shorter time is agreed upon by mutual consent.

The User certifies that the User has caused this agreement to be signed by a duly authorized senior management level representative or agent, thereby binding the User, its personnel, its agents, and its representatives to the conditions stated in this agreement.

For purposes of notice under this agreement, the notice address for the User is:

User: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

The notice address of the Department is:

South Carolina Department of Motor Vehicles  
Attention: Executive Director  
Post Office Box 1498  
Blythewood, South Carolina 29016  
Telephone: 803-896-8924  
Facsimile: 803-896-8926

AS WITNESS HEREIN, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES AND SEALS.

**USER**

\_\_\_\_\_  
User (*print*)

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

\_\_\_\_\_  
Authorized Representative's Agency Title

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Taxpayer Identification Number

\_\_\_\_\_  
User's Street Address of Principal Place of Business

**DEPARTMENT OF MOTOR VEHICLES**

\_\_\_\_\_  
Trish Blake, Director of Administration (*signature*)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness