

This Vehicle Data Sharing Agreement (hereinafter called "Agreement") is entered into by and between the Washington State Department of Licensing (hereinafter called "DOL"), and [to be filled in later based on Legal Name provided], (hereinafter called "Licensee"). DOL and Licensee may be referred to as "Party", or jointly referred to as "Parties".

Pursuant to the mutual terms and conditions herein, the Parties hereby agree as follows.

BACKGROUND INFORMATION

1. PURPOSE

The purpose of this Agreement is to provide terms and conditions under which DOL will allow the restricted use of its vehicle Data to the Licensee, and under which the Licensee may receive and use the Data. This Agreement ensures that DOL vehicle Data is provided, protected and used only for purposes authorized by state and federal law governing the release of such Data pursuant to chapters 46.12 and 42.56 Revised Code Washington (RCW); chapters 308-93 and 308-10 Washington Administrative Code (WAC); chapter 18 USC Sec. 2721 - 2725 Drivers Privacy Protection Act (DPPA), and Executive Order 97-01, as currently written or hereafter amended.

The scope of this Agreement only provides the Licensee with access and Permissible Use of vehicle Data; it does not establish an agency relationship or independent contractor relationship between DOL and the Licensee.

2. LEGAL JUSTIFICATION

The Data shared under this Agreement is made pursuant to Revised Code of Washington 46.12.630 and 640, the Washington Administrative Code (WAC) 308, and the Federal Driver Privacy Protection Act (DPPA).

3. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

"Authorized User" means an individual or individuals with an authorized business need to access Data under this Agreement.

"Business Days" means the standard business days and hours for the Department of Licensing, which are Monday through Friday 8:00 a.m. to 5:00 p.m., Pacific Time, excluding weekends and Washington State recognized holidays.

"Contract Manager" means the representative identified by each Party who is delegated the authority to administer this Agreement upon the behalf of its respective Party.

"Data" means information contained in the DOL vehicle data provided to Licensee under this Agreement.

"Data Security" means defending information from unauthorized access, use, disclosure, disruption, modification, perusal, inspection, recording or destruction. This applies regardless of the form the Data may take (electronic, physical, etc.).

"Data Security Breach" means unauthorized acquisition of Personal Information that

compromises the security, confidentiality, or integrity of Personal Information maintained by the person or business as defined in RCW 19.255.010.

“Data Security Requirements” means the minimum requirements, with which the Licensee must comply in order to ensure Data is secure.

“Permissible Use” means only those uses authorized in this Agreement.

“Personal Information” means information that identifies an individual, including an individual's photograph, social security number, driver identification number, name, address (but not the zip code), telephone number, or medical or disability information.

“RCW” means Revised Codes of Washington. All references in this document to RCW chapters or sections include any successors, amended, or replacement statutes, as currently written or hereafter amended.

“Secure Data Transfer” means a method that protects the Data in transit to prevent viewing and manipulation by another.

“Subrecipient” means any secondary or subsequent entity who receives the Data from the Licensee or through a chain of entities originating with the Licensee.

“WAC” means the Washington Administrative Code. All references in this document to WAC chapters or sections include any successors, amended, or replacement statutes, as currently written or hereafter amended.

SPECIAL TERMS AND CONDITIONS

4. GRANT OF ACCESS

Subject to the terms and conditions of this Agreement, DOL hereby grants Licensee with access and the limited Permissible Use of vehicle Data. This grant of access may not be deemed as providing Licensee with any ownership rights to the Data; at all times DOL remains the sole owner of the Data.

5. TERM OF AGREEMENT

The term of this Agreement begins on the date of mutual execution of the Parties, and ends as stated on page one (1), unless terminated sooner or extended by DOL as provided herein. This Agreement may be extended for any duration of time as determined by DOL, but for no more than an additional five (5) years beyond the initial term.

6. ACCESS PERIOD

The Access Period is a duration of time under the term of this Agreement when Licensee is granted access to and Permissible Use of Data. The Access Period may be suspended as set forth elsewhere in this Agreement, however during such suspension, all other terms and conditions of this Agreement remain in effect. If the Licensee's Access Period is suspended, Licensee may not obtain additional Data from DOL or other sources, nor may Licensee use any Personal Information it has in its possession until the suspension is lifted.

Start of Access Period - Continuing Access: If Licensee, at the time of execution of this Agreement, was receiving Data under an existing data sharing agreement with DOL, then Licensee's Access Period automatically begins with the execution of this Agreement. However, all conditions and corrective actions that were current under the prior agreement are automatically forwarded into this Agreement.

Start of Access Period – Initial Access: If Licensee, at the time of execution of this Agreement, was not receiving Data under an existing data sharing agreement, then Licensee’s Access Period does not begin until such time as Licensee satisfies all requirements set forth in this Agreement.

The expiration or termination of this Agreement automatically terminates the Licensee’s Access Period.

7. SAFEGUARDING

Licensee shall protect and safeguard all Personal Information against any unauthorized disclosure, use, or loss as set forth in Attachment A - *Data Security Requirements*, and further as set forth under all state and federal requirements.

8. TRANSMISSION OF DATA

The transmission of Data to the Licensee by DOL will be made in accordance with Attachment B – *File Layout*.

9. SECURITY BREACH NOTIFICATION

Licensee shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Data or other event requiring notification. In the event of a breach of any of Licensee’s security obligations, or other event requiring notification under applicable law, Licensee must perform the following:

- a) Notify DOL by telephone and e-mail of such an event within 24 hours of discovery:
DOL Help Desk, phone: (360) 902-0111,
DOL Help Desk, email: hlbhelp@dol.wa.gov

Cooperate and facilitate with the notification of all necessary individuals. At DOL’s discretion, Licensee may be required to directly perform notification requirements, or if DOL elects to perform the notifications, Licensee may have to reimburse DOL for all costs associated with the notification

10. PERMISSIBLE USE

Data containing Personal Information may only be used for the Permissible Uses as set forth below. Any other use of the Personal Information is strictly prohibited and may be cause for immediate termination of this Agreement, as well as other possible legal damages.

[Keep only the paragraphs that are applicable. Remove unwanted paragraphs by highlighting the paragraph, right-clicking, and deleting the entire row(s).]

PERMISSIBLE USE DESCRIPTION	
I.	To the manufacturers of motor vehicles or motor vehicle components, or their authorized agents, to enable those manufacturers to carry out the provisions of Titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. Sec. 1231 et seq.), the Clean Air Act (42 U.S.C. Sec. 7401 et seq.), and 49 U.S.C.S. Sec. 30101-30183, 30501-30505, and 32101-33118, as these acts existed on January 1, 2014, or such subsequent date as may be provided by DOL by rule. This Permissible Use is pursuant to RCW

<p>46.12.630(1)(a).</p> <p>DOL may only provide a vehicle or vehicle component manufacturer, or its authorized agent, lists of registered or legal owners who purchased or leased a vehicle manufactured by that manufacturer or a vehicle containing a component manufactured by that component manufacturer. Manufacturers or authorized agents receiving information on behalf of one manufacturer must not disclose this information to any other third party that is not necessary to carry out the purposes of this use.</p>
<p>II. To conduct research activities and produce statistical reports, as long as the entity does not allow Personal Information received under this section to be published, re-disclosed, or used to contact individuals. This is a Permissible Use pursuant to RCW 46.12.630(2a).</p> <p>DOL may only provide the manufacturer of a motor vehicle, or the manufacturer of components contained in a motor vehicle, or their authorized agent, the lists of registered or legal owners who purchased or leased a vehicle manufactured by that manufacturer or a vehicle containing components manufactured by that component manufacturer.</p>
<p>III. Any governmental agency of the United States or Canada, or political subdivisions thereof, to be used by it or by its authorized commercial agents or contractors only in connection with the enforcement of motor vehicle or traffic laws by, or programs related to traffic safety of that government agency. Only such parts of the list as are required for completion of the work required of the agent or contractor shall be provided to such agent or contractor. This is a Permissible Use pursuant to RCW 46.12.630 (2b).</p> <p>A government agency includes agents of the courts for purposes of class action litigation.</p>
<p>IV. Any insurer or insurance support organization, a self-insured entity, or its agents, employees, or contractors for use in connection with claims investigation activities, antifraud activities, rating, or underwriting. This is a Permissible Use pursuant to RCW 46.12.630 (2c).</p>
<p>V. Any local governmental entity or its agents for use in providing notice to owners of towed and impounded vehicles. This is a Permissible Use pursuant to RCW 46.12.630 (2d).</p>
<p>VI. A government agency, and for commercial parking company, or its agents requiring the names and addresses of registered owners to notify them of outstanding parking violations pursuant to RCW 46.12.630 (2e).</p>
<p>VII. Any business regularly making loans to other persons to finance the purchase of motor vehicles, to be used to assist the person requesting the list to determine ownership of specific vehicles for the purpose of determining whether or not to provide such financing. This is a Permissible Use pursuant to RCW 46.12.630(2g).</p>
<p>VIII. A company or its agents operating a toll facility under chapter 47.46 RCW or</p>

other applicable authority requiring the names, addresses, and vehicle information of motor vehicle registered owners to identify toll violators. This Permissible Use is pursuant to RCW 46.12.630(2h).

For purposes of tolling, parking, photo enforcement and towing, Licensee will only use Personal Information that was valid at the time of the violation. If Licensee receives notification from DOL concerning a report of sale on any vehicle, Licensee may not provide the prior owner’s information for any inquiry that seeks ownership information at the time of the violation. Use of an incorrect owner’s Personal Information under such circumstances is not a valid Permissible Use.

Licensee’s misuse of Personal Information may be grounds for the suspension of the Access Period and/or termination of the entire Agreement.

11. SUBRECIPIENTS

If Licensee provides Data containing Personal Information to a Subrecipient, Licensee must adhere to all requirements listed on Attachment C – *Subrecipient Requirements*.

12. FEE SCHEDULE

The following fees and rates will be charged to the Licensee:

Prepayment of Fees:

Licensee may be required to prepay for an initial audit prior to receiving Data under this Agreement. The actual cost for the audit varies and must be paid outside of this Agreement.

Licensee must prepay for an initial file set-up. The cost for the set-up is \$2,600.

Ongoing Fees:

Licensee may be charged fees as set forth below.

FEE SCHEDULE		
1.	Monthly Fee	Cost
	Monthly fee to provide Data	\$ 254.30
2.	*Fee for each unique record (VIN) for each Data file	
	Through December 31, 2020	\$ 0.02
	Beginning January 1, 2021	\$ 0.025
3.	Additional Fees	
	Requests for research, technical assistance, additional Data runs, reruns, or restoration of Data delivery	\$ 60.00 / hourly

* Fees for each unique record are subject to change per statute.

Requests for Data at frequencies or dates not already agreed upon within this Agreement may require additional fees and possible set up costs as determined by DOL. “Rerun” means the re-delivery of a previous sent file, unless there was a corruption in the original file.

13. PAYMENT PROCEDURES

DOL will invoice Licensee, and Licensee shall submit payment to DOL within thirty (30) days

of receipt of invoice. If the Licensee fails to pay any invoice within thirty (30) days of receipt, DOL may suspend the Access Period until payment is made in full. Each payment must clearly reference the invoice number and Agreement number. Payment is to be made to:

Department of Licensing
Revenue Accounting
P.O. Box 3907
Seattle, WA 98124-3907

DOL may suspend or terminate this Agreement if Licensee fails to make timely and complete payments on multiple occasions, or if any one invoice is not paid within ninety (90) days or more. Licensee may be required to pay additional fees to restore Data transmission.

14. UNDER-PAYMENTS

Licensee shall timely pay the full amount for all Data it receives in accordance with each invoice. In the event Licensee does not make timely full payment, the unpaid debt may be subject to applicable interest as allowed by law, and may also be forwarded to a collection agency if remained unpaid for greater than sixty (60) days.

15. INSURANCE

Licensee shall maintain a commercial general liability insurance policy, including contract liability, in adequate quantity to protect against legal liability arising out of activity from this Agreement, with a limit no less than \$1,000,000 per occurrence, unless such amount is lowered or waived in writing by DOL. Insurance must be maintained with carriers that are authorized to do business in Washington State, and maintain a minimum AM Best rating of A-: VII, or an equivalent rating with a similar rating agency.

All insurance must be primary to any other insurance programs afforded to or maintained by DOL or the state of Washington. Licensee waives all rights against DOL and the state of Washington for recovery of damages to the extent that such damages would be covered by general liability or umbrella insurance maintained by Licensee pursuant to this Agreement.

Licensee must notify DOL within thirty (30) days if a claim has been made under the commercial general liability policy related to the Data provided under this Agreement.

Additional Insureds:

DOL must be named as an additional insured on the General Liability policy.

Notice of Cancellation:

Licensee, shall provide written notice thirty (30) days in advance of the cancellation of any insurance required hereunder.

Certificates of Insurance:

Prior to receiving any Data, Licensee shall provide DOL a valid certificate or certificates of insurance demonstrating the fulfillment of all requirements herein. If applicable, Licensee will submit renewal certificates on a yearly basis during the term of this Agreement, which must be received on or before ten (10) Business Days following the renewal of any policies. Failure to provide DOL with the Certificates of Insurance may result in immediate suspension of Access Period, and may result in termination of this Agreement.

Cyber Liability Insurance:

In addition to the required insurance outlined above, Licensee is encouraged to obtain the appropriate types and amounts of insurance to mitigate the Parties' exposure and costs for expenses related to Data Security Breaches and unauthorized access. If Licensee purchases any insurance policy to cover Data Security Breaches, such policies must include a waiver of subrogation in favor of DOL. Failure to obtain such insurance does not waive Licensee from being personally and fully liable for any and all damages that may result from a Data Security Breach directly or indirectly caused by Licensee or its Subrecipients.

16. AUDITS

Licensee shall obtain Permissible Use and Data Security audits as required by RCW 46.12.630 and this Agreement. Licensee may cover both the Permissible Use and the Data Security Requirements under the same audit, or under separate audits.

Data Security audits must demonstrate compliance with Data Security standards adopted by the Washington State Office of the Chief Information Officer (OCIO), and as set forth in Attachment A - *Data Security Requirements*. At a minimum, audit(s) must determine whether Data Security policies, procedures, and controls are in place to ensure compliance with all Data Security Requirements set forth herein, and as required by state and federal law.

Permissible Use Audits must demonstrate compliance with Permissible Use standards as set forth on Attachment D – *Permissible Use Requirements*. Audit(s) must determine whether Permissible Use policies, procedures, and controls are in place to ensure compliance with all Permissible Use requirements in this Agreement.

DOL will accept all audits that are in compliance with RCW 46.12.630.

Timing of Audit(s): [CHOOSE JUST ONE OF the FOLLOWING SECTIONS]

USE THE FOLLOWING CLAUSE FOR NEW CONTRACTORS

Licensee must obtain an audit and provide DOL with the complete audit report prior to commencing its Access Period and receiving any Data under this License. If Licensee does not provide a complete audit report within six (6) months of the execution date of this Agreement, then this Agreement will be automatically terminated without further notice. DOL may allow more than six (6) months to provide a complete audit report through written notice if a request is received from Licensee prior to the end of the six (6) month period. Any extension issued under the provisions of this paragraph is subject to Licensee demonstrating substantial progress toward completing an audit report.

USE THE FOLLOWING CLAUSE FOR CURRENT CONTRACTORS

Licensee must obtain the audit(s), and provide the complete audit report to DOL on or before [insert date], or Licensee's Access Period to Data will be suspended. If the suspension to Data access exceeds ninety (90) days, this Agreement will be automatically terminated without further notice. If necessary DOL may provide an extension to the above suspension period if requested in advance through written notice, which automatically becomes incorporated herein.

Licensee must obtain additional audit(s), for both Permissible Use and Data Security within three (3) years from the completion date of any respective prior audit. DOL may provide an extension to the three (3) year requirement through written notice if a request is received from Licensee prior to the end of the three (3) year period. Any extension issued under the provisions of this paragraph automatically becomes incorporated herein.

Selection of Auditor:

The audit(s) must be performed by an independent third-party auditor, except that DOL may agree to conduct the Permissible Use audit if requested by Licensee.

Licensee may select the independent auditor providing that at a minimum the audit will be conducted consistent with national/international audit standards established by a certifying organization such as the Information Systems Audit and Control Association (ISACA), ANSI-ASQ National Accreditation Board (ANAB), American Institute of Certified Public Accountants' (AICPA), or other nationally recognized certification.

Alternatively, if the Licensee chooses not to select its own independent auditor, or if DOL does not accept the audit pursuant to 46.12.630, DOL will then select the auditor on the Licensee's behalf. If DOL selects the auditor, Licensee must hold DOL and its selected auditor harmless from any real or perceived damages to the Licensee's company as a result of the audit findings.

Licensee has the option to collaborate with DOL in advance to develop the specifics for the scope of either audit, and to predetermine whether an auditor selected by the Licensee meets the standards necessary for DOL's approval.

Cost of Audit:

Pursuant to RCW 46.12.630, Licensee will be responsible for all costs associated with the audits. If DOL selects the auditor, Licensee will prepay the estimated audit costs. If the actual costs of the audit differ in amount from the estimate, DOL will reimburse or invoice the Licensee the difference; final payment must be made within thirty (30) days of receiving the final invoice.

Corrective Action Plans:

Corrective actions plans are required for all deficiencies identified in an audit. DOL has sole discretion on whether such deficiencies should prohibit Licensee's access to Data. If DOL agrees to provide access to Data, such access is contingent on the following:

Within a timeframe established by DOL, Licensee must submit a corrective action plan for each deficiency identified by the audit. For each deficiency, the corrective action plan must outline the steps to be taken to correct the deficiency, and a timeline for completing all corrective steps.

DOL will determine whether Licensee is substantially complying with the corrective action plan. If Licensee is not in substantial compliance, then DOL may suspend access to the Data or take other actions as allowed in this Agreement.

17. ANNUAL INTERNAL ASSESSMENT

The Licensee shall annually self-assess its own entity to determine whether it is maintaining the Data Security and Permissible Use requirements.

This assessment may be completed by obtaining an independent audit; Licensee will provide a copy of that audit to DOL, and will further comply with all matters noted in the audit report.

If this assessment is performed internally by the Licensee, then Licensee must provide DOL with a written certification, acknowledging the completion of the assessment and identifying any deficiency findings. The written certification must be executed by a manager, director, or officer of the Licensee who has the expressed signatory authority to make such a

certification on behalf of the Licensee.

Written Certification:

If the assessment determines that Licensee is meeting all Data Security and Permissible Use requirements of this Agreement, then Licensee's certification may simply note that the assessment was completed and no deficiencies were found. However, if deficiencies are discovered, Licensee must submit a completed Attachment E - *Data Security/Permissible Use Non-Compliance/Deviation Form*, and include it with its certification to DOL. The requirement for Attachment E may be met by providing a copy of an audit report if Licensee obtained an additional audit. DOL and Licensee will work together to determine the final actions needed in order to correct all deficiencies noted in the certification.

Licensee's annual assessment findings will be reviewed during the next independent audit. If DOL finds inaccuracies in the Licensee's self-assessments, especially concerning non-reported deficiencies, DOL may deem such inaccuracies and omissions as a possible breach of this Agreement.

18. TERMINATION

This Agreement may be terminated as set forth below. All termination matters may be equally applied to a suspension of the Access Period instead of a full termination. However, any suspension lasting longer than ninety (90) days will automatically terminate this Agreement.

Unilateral Termination by Licensee:

Licensee may terminate this Agreement at any time and for any reason upon providing written notice to DOL. If at the time of termination Licensee was under a corrective action plan or cure process, or had outstanding invoices, DOL may refuse future access based on the incompleteness or payment of such matters.

Mutual Termination by Agreement of the Parties:

The Parties may mutually agree to terminate this Agreement at any time, and for any reason, with or without a finding of cause. The mutual agreement of the Parties must be stated in writing and executed in accordance with the amendment process.

Administrative Terminations:

If DOL's authority to actively engage in this Agreement is suspended or terminated, whether by a lack of funding, or by any other governmental issue that causes the disruption of authority to engage in the required activity, such a termination or suspension will automatically cause a termination or suspension of this Agreement. DOL is to provide as much notice as possible when such termination or suspension appears eminent. This involuntary termination is without cause.

Termination for Cause:

DOL's may terminate this Agreement, or suspend the Access Period if Licensee or Subrecipient violates any applicable federal or state law, or any material term, condition, or requirement of this Agreement. DOL has sole discretion on whether the Licensee or Subrecipient's non-compliance is cause for an immediate termination or suspension, and whether the Licensee should be given a cure process to correct any non-compliance. If DOL chooses an immediate suspension or termination, DOL must be able to identify how the non-compliance has caused, or could cause, harm to the rights or interests of

DOL, the state of Washington, or any individuals of the general public. All actions made by DOL in lieu of a termination for cause are subject to the dispute and appeal process, but DOL's determination will remain controlling during the review process.

For any determination of non-compliance against Licensee, DOL must provide Licensee with a written statement identifying the full nature of Licensee's breach and justifying DOL's reasoning for seeking immediate suspension, termination, or a cure process. DOL may suspend the Access Period to Data during a cure process. If DOL allows for a cure process, the Parties will work together to establish the process and timeline for the Licensee to cure all matters. The agreed-upon cure process will be put in writing and acknowledged by both Parties. If Parties cannot mutually determine a cure process, or if Licensee does not substantially complete the cure process within the stated timelines, DOL then has the right to elevate the matter to a suspension or termination at its discretion.

19. POST TERMINATION PROCEDURES

Regardless of the type of termination, Licensee remains bound by all provisions that survive the termination or expiration of this Agreement, including obligations on the safeguarding and the disposition of Data.

After receipt of a notice of termination or suspension, and except as otherwise directed by DOL, Licensee must settle all outstanding liabilities and claims arising from any pending or prior Data requests.

20. NON EXCLUSION OF REMEDIES

The rights and remedies of the Parties as provided in this Agreement, are not exclusive and are in addition to any other rights and legal remedies provided by law, including without limitation, the right to receive financial reimbursement for any incurred damages.

GENERAL TERMS AND CONDITIONS

21. AMENDMENTS

This Agreement may only be amended by mutual agreement of the Parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

Only DOL's Director or designated delegate by writing has the expressed authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by DOL's Director or delegate.

22. ASSIGNABILITY

The Licensee may not assign this Agreement, or any claim arising under this Agreement, without the prior written consent of DOL, which consent will not be unreasonably withheld. For purposes of this paragraph, a change in a corporate entity ownership and/or in the directorship of Licensee's entity, may be deemed by DOL as being the equivalent of an assignment, and may be grounds for termination of this Agreement. If Licensee intends a change in the ownership or directorship, it must provide notice to DOL.

23. CONTRACT MANAGEMENT

The Licensee's Contract Manager, and DOL's Contract Manager, respectively listed on

page one (1) are responsible for all communications and notices pertaining to this Agreement. All such communications and notices are to be made between the respective Contract Managers unless alternative personnel are established for specific purposes. The use of email, to the most current email address on file for the other Party, is an acceptable form of providing notice for all purposes in this Agreement.

The Licensee is required to notify DOL in writing within seven (7) Business Days of changes to: business name, ownership, business address, phone number, email address, or Contract Manager, Compliance Manager, or his/her contact information.

24. COMPLIANCE MANAGMENT

Licensee must designate a Compliance Manager who is responsible for assuring that Licensee complies with all Data Security and Permissible Use measures and reporting requirements. Compliance Manager is also responsible for the advance internal testing of Licensee's system in response to all DOL system changes, of which DOL will provide advance notice, prior to the implementation of all DOL system changes. Any disruption in Data delivery as a result of system changes, not pre-addressed by the Compliance Manager, will be cured at a time determined by DOL. If no Compliance Manager is named on the first page of this Agreement, or subsequently named thereafter, then the Contract Manager will be deemed the Compliance Manager.

25. LICENSEE PROPRIETARY INFORMATION

Licensee acknowledges DOL is subject to chapter 42.56 RCW, *Public Records Act*, and this Agreement is a public record as defined by that act. Any confidential or proprietary information submitted to DOL must be clearly identified as such by the Licensee. To the extent consistent with chapter 42.56 RCW, DOL will maintain the confidentiality of all such information marked confidential or proprietary. If a request is made for the Licensee's proprietary information and DOL intends to release the information, DOL will notify the Licensee of the request and notify the Licensee of the date records will be released to the requester. It will be the responsibility of the Licensee to obtain any necessary court order enjoining that disclosure by the stated release date. If the Licensee fails to obtain the court order enjoining disclosure, DOL will release the requested information.

26. DISPUTES

The Parties agree that for all disputes, each Party shall first use internal management to attempt discussion and resolution of such dispute in a timely and amicable manner. However, if the Parties cannot resolve the dispute after using all internal management, the Parties shall then follow the dispute process outlined below. For such dispute process, time is of the essence. The following are steps in the dispute process:

When a dispute concerning a question of fact arises between DOL and the Licensee and it cannot be resolved, either Party may request a dispute hearing with DOL's Contracts Office. The request for a dispute hearing must:

- be in writing; state the disputed issues;
- state the relative positions of the Parties;
- state the Licensee's name, address, and DOL Agreement number; and
- be mailed to the other Party's Contract Manager within three (3) Business Days after the Parties agree they cannot resolve the dispute; and be mailed to:

Department of Licensing
Contracts Office

P.O. Box 9047
Olympia WA 98507-9047

The responding Party will have five (5) Business Days to respond in writing to the requesting Party's statement. This response will be sent to both the DOL Contracts Office and the requesting Party.

The DOL Contracts Office shall review the written statements of the Parties and reply in writing to both Parties within ten (10) Business Days. The DOL Contracts Office may extend this period if necessary by notifying the Parties.

The decision of DOL's Contracts Office shall be final and conclusive unless, within five (5) Business Days from the date DOL mailed the decision, the Licensee requests a dispute panel. This request must be in writing to DOL's Contracts Office.

If a dispute panel is requested, DOL and the Licensee shall each appoint a member to the dispute panel within five (5) Business Days. DOL and the Licensee shall jointly appoint a third member to the dispute panel within the next five (5) Business Days.

The dispute panel shall review the written descriptions of the dispute, gather additional information as needed, and make a decision on the dispute in the shortest practical time with the majority prevailing.

27. GOVERNANCE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

In the event of an inconsistency in this Agreement, unless otherwise provided the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and Washington State laws, and regulations;
2. Terms and conditions of this Agreement;
3. Attachment A - *Data Security Requirements*;
4. Attachment B - *File Layout*;
5. Attachment C - *Subrecipient Requirements*;
6. Attachment D - *Permissible Use Requirements*; and
7. Attachment E - *Data Security/Permissible Use Non-Compliance/Deviation Form*.

28. INDEMNIFICATION

The Licensee shall defend, indemnify, protect and hold harmless DOL, or any of DOL's agents, and employees of the state, from and against all claims, suits, actions and all associated costs (including, but not limited to, notification costs and credit monitoring costs) arising from a Data Security Breach as described in this Agreement, or any negligent or intentional acts or omissions of the Licensee, or agents of the Licensee, while performing the terms of this Agreement. Licensee is responsible for safekeeping and Permissible Use of Data and will defend, indemnify and hold harmless DOL from and against all claims, suits or actions arising from any Breach or unauthorized use of Data which is provided under this Agreement. Each Party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents.

29. INTEGRITY OF DATA

DOL may not be held liable for any errors which occur in compilation of Data, nor may DOL be held liable for any delays in furnishing amended Data. DOL on occasions may have to amend Data to include updates, alterations, and corrections, Licensee must incorporate the amended Data into all copies maintained by the Licensee, and require the same of all Subrecipients.

30. INTERMEDIATE USE AND DISPOSITION OF DATA

Licensee may only use, sell, distribute, and disseminate Data that is the most current Data received under this Agreement. When prior Data received and retained by Licensee is refreshed with new Data, Licensee shall refrain from using the older Data, and shall dispose of it as set forth below. If DOL provides information that there is a report of sale or a report of a new owner to a vehicle, Licensee and all Subrecipients are prohibited from distributing tolling and parking citations, or like invoices, to the previous owner if said owner was not the current owner of record at the time of the incident.

In addition to the Data disposal requirements noted in Attachment A, Licensee must properly dispose any Personal Information, regardless of medium, whenever the use or retention of such Personal Information is no longer needed and/or is no longer applicable to the uses under which it was initially received. Licensee will further maintain a written acknowledgment of all intermediate Data that is disposed, and shall incorporate that information to its final certification required in Attachment A.

31. LEGAL FEES

Unless otherwise specified by law, and except as otherwise stated herein, in the event of litigation or other action brought to enforce Agreement terms, each Party shall bear its own legal fees and costs.

32. LICENSING STANDARDS

Licensee, as a Party under contract with the DOL, must comply with all applicable local, state, and federal laws rules and regulations. Such compliance minimally includes without limitation, all applicable licensing requirements of the state of Washington, all civil rights and non-discrimination laws, the Americans with Disabilities Act (ADA) of 1990, and all federal and state employment laws. Failure to comply with this provision may be grounds for termination of this Agreement regardless of any affect such non-compliance may have on the subject matter of this Agreement.

33. RECORDS ACCESS, INSPECTIONS, AND DPPA

DOL may monitor and investigate the use of Personal Information received by the Licensee through this Agreement. The monitoring and investigating may include, the act of introducing data containing unique but false information (commonly referred to as "salting" or "seeding") that can be used later to identify inappropriate use or disclosure of Data.

The Licensee, upon request, must provide the state of Washington or the federal government with immediate access to all records related to any Data received pursuant to this Agreement. At the discretion of DOL, such records must be made available for inspection, review, and/or copying at no additional cost to DOL or the state of Washington. This paragraph inherently includes access to all records that fall under the Driver's Privacy Protection Act (DPPA). Licensee also agrees to work with DOL for purposes of obtaining necessary records from Subrecipients upon request.

34. RECORDS MAINTENANCE

The Licensee shall maintain records relating to this Agreement and the performance of the services described herein. All records and other material relevant to this Agreement shall be retained for six (6) years after expiration or termination of this Agreement.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved including any appeals and remands.

Records and other documents, in any medium, furnished by one Party to the other, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

35. PUBLICITY

The Licensee must submit to DOL all advertising and publicity matters relating to this Agreement which DOL's name (included logo) is included, or may be reasonably be implied. The Licensee may not publish or use such advertising and publicity matters without prior written consent of DOL. If DOL approves any advertising and publicity matter, DOL reserves the right to add a disclaimer and/or rescind its approval at a later date. Licensee may not use the Washington State seal under any circumstance.

36. SEVERABILITY

If any term or condition of this Agreement is held invalid, the remainder of the Agreement remains valid and in full force and effect.

37. SURVIVORSHIP

The terms, conditions and warranties contained in this Agreement that concern Permissible Use of Data, Data Security, and record retention, and Data disposal, survive the completion of the performance, cancellation or termination of this Agreement. Also, if Licensee, per DOL agreement retains Personal Information beyond the termination of its license, the insurance and audit requirements set forth herein also survive and remain in full force and affect until such time that all Personal Information is surrendered and/or destroyed as set forth on Attachment A – *Data Security Requirements*.

38. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

Attachment A

Data Security Requirements

1. Data Classification

The classification of the Data shared under this Agreement includes:

- Category 1 – Public Information
- Category 2 – Sensitive Information
- Category 3 – Confidential Information
- Category 4 – Confidential Information Requiring Special Handling

For all Confidential Data to be electronically stored, processed, or transmitted, Licensee shall apply the following requirements:

2. Data Security

Licensee must protect the confidentiality, integrity and availability of Data with administrative, technical and physical measures that meet generally recognized industry standards and best practices or standards established by the Office of the Chief Information Officer (OCIO).

Examples of industry standards and best practices include any of the following:

- a) [ISO 27002](#)
- b) [PCI DSS](#)
- c) [NIST 800 series](#)
- d) OCIO 141.10 (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>)

DOL has the right to implement security measures that may exceed OCIO or industry standards and best practices; if any security measures of this Agreement exceed OCIO or industry standards and best practices, then the higher DOL measures will apply. However, if any security measures of this Agreement fall below OCIO standards, then OCIO standards will apply.

3. Network Security

Licensee's network security must include the following:

- a) Network firewall provisioning
- b) Intrusion detection
- c) Quarterly vulnerability assessments
- d) Annual penetration tests.

4. Access Security

Licensee shall restrict Authorized User access to the Data by requiring a login using a unique user ID and complex password or other authentication mechanism which provides equal or greater security. Passwords must be changed on a periodic basis at least quarterly. The sharing of user ID and passwords is strictly prohibited. Licensee is solely responsible for protection of all of its user IDs and passwords, and is responsible for all breaches caused through the use of its user IDs and passwords.

5. Application Security

Licensee shall maintain and support its software and subsequent upgrades, updates, patches, and bug fixes such that the software is, and remains secure from known vulnerabilities. Licensee must secure web applications that minimally meet all the security controls as generally described in either:

- a) The Open Web Application Security Project Top Ten (OWASP Top 10), or
- b) The CWE/SANS TOP 25 Most Dangerous Software Errors

6. Computer Security

Licensee shall maintain computers that access Data by ensuring the operating system and software are updated and patched monthly, such that they remain secure from known vulnerabilities. Licensee computer device(s) must also be installed with an Anti-Malware solution and signatures updated no less than monthly.

7. Data Storage

Licensee shall designate and be able to identify all computing equipment, on which Licensee stores, processes, and maintains Data. No Data at any time may be processed on or transferred to any portable storage medium. Laptop/tablet computing devices are not considered portable storage medium in this context provided that it is installed with end-point encryption.

8. Electronic Data Transmission

Licensee shall maintain secure means (e.g., HTTPS or SFTP) for the electronic transmission or exchange of system and application data with DOL or any other authorized Licensee.

9. Data Encryption

Licensee shall encrypt all Data, whether in transit or at rest, by using only NIST or ISO approved encryption algorithms; this includes all back-up copies of Data. Licensee further must install any laptop/notebook computing device, processing Data, with end-point encryption (i.e., full disk encryption).

10. Distribution of Data

Licensee may only use and exchange Confidential Information for the purposes as expressly described and allowed in this Agreement. In addition to any other restrictions on Permissible Use, Confidential Information may not be distributed, repurposed or shared across other applications, environments, or business units of Licensee. Licensee must assure that no Confidential Information of any kind is transmitted, exchanged or otherwise passed to other contractors/vendors or interested parties except Licensee and/or Subrecipients who have an authorized legal Permissible Use according to this Agreement, and who are under contract with Licensee.

11. Data Disposal

Unless a more immediate disposal requirement is set forth in this Agreement, Licensee, upon termination of this Agreement, shall erase, destroy, and render unrecoverable all DOL Confidential Data and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement. At a minimum, media sanitization is to be performed according to the standards enumerated by NIST SP 800-88r1 Guidelines for Media Sanitization.

12. Offshoring

Licensee must maintain the primary, backup, disaster recovery and other sites for storage of Confidential Data only from locations in the United States.

Licensee may not commit the following unless it has advance written approval from DOL:

- a) Directly or indirectly (including through Subrecipients) transmit any Confidential Data outside the United States; or
- b) Allow any Confidential Data to be accessed by Subrecipients from locations outside of the United States.

If the Confidential Data is to be physically stored, processed, or distributed, Licensee shall apply the following requirements:

13. Hardcopy Storage

To prevent unauthorized access to printed information obtained under this Agreement, and loss of, or unauthorized access to this information, printed copies must be stored in locked containers or storage areas, e.g. cabinets or vaults. Hard copy documents must never be unattended or in areas accessible to the public, especially after business hours.

14. Hardcopy Transportation

If hard copy documents containing Data are taken outside a secure area, those documents must be physically kept in possession of an authorized person, or a trusted courier providing tracking services. Records must be maintained for all transported hardcopies showing the person(s)/courier(s) responsible for such transportation, including the receiving party.

15. Offshoring

Licensee must maintain all hardcopies containing Confidential Information only from locations in the United States.

Licensee may not directly or indirectly (including through Subrecipients) transport any Confidential Information outside the United States unless it has advance written approval from DOL.

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Attachment B

File Layout

Department of Licensing will provide to the Licensee vehicle Data contained in DOL database using the mutually agreed upon file layout below. DOL reserves the right to edit and/or change the *File Layout* as considered necessary to the functions of DOL, with notice to the Licensee.

- Method of Access/Transfer: Once an established Secure Data Transfer connection with the host computer at Licensee location is confirmed, DOL will provide Data listed in *File Layout* list below, to Licensee.
- Delivery Method: (insert delivery method)
- Frequency of Data Delivery: (insert frequency)

1. DESCRIPTION OF COLUMNS

- Field Number – identifies what location (position) the Data begins at in the file.
- Reference Name – describes the type of Data in that field.
- Field Name – identifies the name DOL field Data is stored in.
- Field Size – identifies the maximum number of characters for Data in that field.
- Data Category is identifies whether the data element is deemed as Personal Information or not.
 - Elements marked as “3” are Personal information and fall under Category 3 Data Classification standards as noted on Attachment A. Elements marked as “1” are not Personal Information and fall under Category 1 Data Classification standards as noted on Attachment A.

2. USE OF REPORT OF SALE INFORMATION

Report of sale information is provided so that Licensee may accurately determine proper ownership of a vehicle. Therefore Licensee must not filter out or otherwise disregard report of sale information when provided.

3. FILE LAYOUT

Field Name	Data Base Name	Type	Size Bytes	Position	Data Category

* This column would not be transmitted electronically; it is only for Licensee’s reference.

Attachment C

Subrecipient Requirements

Licensee may only provide Data containing Personal Information to a Subrecipient providing that Licensee and Subrecipient have a written agreement that minimally imposes all of the Data Security, Safeguarding, and Permissible Use Requirements set forth in this Agreement.

Licensee may only provide a Subrecipient with access to Personal Information during Licensee's active Access Period. If Licensee's Access Period is suspended, Licensee must apply such suspension against all Subrecipients.

Any Personal Information provided to a Subrecipient must be used by the Subrecipient in a manner consistent with the Permissible Use available to the Licensee.

Licensee must create and institute written policies that educate all Subrecipients (who receive access to Personal Information) concerning the Permissible Uses of the Data. These policies must include the proper protocols for reporting any actual or perceived violation of the Permissible Use requirements. The written policies and protocols will be reviewed at all audits.

If Licensee discovers, from DOL or by other means, that a Subrecipient has been disqualified from receiving Personal Information, Licensee must immediately terminate and prevent the Subrecipients access to Data. This includes situations where the Subrecipient is receiving the Data directly from Licensee or through another Subrecipient of the Licensee.

Any Subrecipient noncompliance to the terms or conditions of this Agreement may be borne by the Licensee, and depending on the egregious nature of the noncompliance, may be adequate cause for the suspension of Licensee's Access Period or the termination of this Agreement. Licensee is responsible for the continuous overseeing, managing, and testing of compliance for all Subrecipients.

If requested by DOL, Licensee must provide a list of legal and trade names for all the Licensee's subsidiaries, branches, affiliates, agents, and other entities who are Subrecipients. This list must be provided in Excel format, or other format approved by DOL. Pursuant to RCW 46.12.630(7), DOL may implement a process to track Subrecipients who may be disqualified from gaining access to Data.

Attachment D

Permissible Use Requirements

1. DATA USE

Licensee must institute and maintain written policies and procedures to ensure Personal Information is only used as authorized herein. At a minimum, the policies and procedures will include training requirements for all personnel with access to Personal Information on the Permissible Use(s) of Personal Information. Licensee must be capable of demonstrating the training and education was delivered to all applicable personnel.

2. PERMISSIBLE USE

Licensee at all times must be able to verify its use(s) of the Personal Information is in accordance with the limited Permissible Uses established in the Agreement. This requirement applies at all times regardless of changes in staff or other personnel. It is not a defense that certain uses may be consistent with other Acts, such as the DPPA, if such acts, or portions of such acts, are not fully consistent with this Agreement. It is also not a defense that the improper use was due to a request from any law enforcement agency.

3. SECURE USE

Licensee must maintain and support administrative, technical or physical methods used to monitor compliance with the Permissible Use(s) authorized in this Agreement across all Licensee business practices, including Subrecipients. Methods may include any of the following:

- a) View only access to Personal Information
- b) System limitations or controls
- c) Confidentiality agreements

4. SUBRECIPIENT USE

If Licensee is providing Personal Information to any Subrecipients, Licensee must:

- a) Have a process for vetting requests for Personal Information against the Permissible Uses authorized in this Agreement;
- b) Have an agreement in place with each Subrecipient imposing all Permissible Use limitations and requirements provided in this Agreement; and
- c) Implement and maintain processes for ensuring Subrecipients' compliance with Permissible Use.

5. NON-CONFORMING PERMISSIBLE USE NOTIFICATION

Licensee shall notify DOL personnel in the event of confirmed unauthorized use of Personal Information, including unauthorized use(s) of Subrecipient(s). In the event of an unauthorized use of Personal Information, Licensee must perform the following:

- a) Notify DOL by telephone and e-mail of such an event within five (5) Business Days of discovery:
DOL Contract Compliance Manager phone: (360) 902-3673
DOL Data Sharing Unit email: DataContracts@dol.wa.gov
- b) Identify the Personal Information and non-conforming use of the Personal Information.
- c) If the misuse is a criminal offense requiring notification to individuals, Licensee must cooperate and facilitate with the notification of all affected individuals. At DOL's discretion, Licensee may be required to directly perform notification requirements, or if DOL elects to perform the notifications, Licensee may have to reimburse DOL for all costs associated with the notification.

Attachment E

Data Security / Permissible Use Non-Compliance/Deviation Form

This *Data Security / Permissible Use Security Non-Compliance/Deviation Form* must be completed by the Licensee during the internal assessment process outlined in Agreement Section 16, *Annual Internal Assessment*, if it determines that it cannot comply with any component of the Data Security or Permissible Use requirements. The form must detail each component that is not in compliance.

Licensee Name:

Contact Person for Additional Information:

1. Standard(s) to which a deviation is requested:
Section #:

2. Describe the reason for non-compliance/deviation with the standard:

3. Provide the business or technical justification:

4. Describe the scope including quantification and requested duration (normally not to exceed one year):

5. Describe all associated risks:

6. Describe any supplemental controls to mitigate risks resulting from the deviation.

7. Include a plan, with schedule, to achieve compliance with the IT security standards:

8. Identify any unmitigated risks:

I have evaluated the business issues associated with this request and I accept any and all associated risks as being reasonable under the circumstances until compliance is achieved.

Licensee Signature

Date

For security reasons, please submit only hardcopy *Data Security / Permissible Use Non-Compliance/Deviation Form*. Do not submit this form via email.