

**THESE ARE SAMPLE TERMS AND CONDITIONS. ACTUAL TERMS AND CONDITIONS MAY VARY. If requesting personal information, you may be required to provide proof of insurance or purchase a surety bond.**

### SAMPLE TERMS AND CONDITIONS

Upon execution, this Contract is entered into by and between the Washington State, Department of Licensing (hereinafter called "DOL"), and the Licensee listed on the previous page (hereinafter called "Licensee"). In consideration of the terms and conditions contained herein, the parties agree as follows:

#### 1. PURPOSE

This Data Licensing Contract (referred to herein as "Contract") for <add what type of data they are receiving> (referred to herein as "Data") is between the Department of Licensing (DOL) and Licensee.

This Contract is pursuant to <Lists the law that authorize the release of the data (examples: Federal Driver Privacy Protection Act (DPPA) 18 U.S.C. §2721 through §2725; RCW 46.52.130, Abstract of driving record; RCW 46.12.630, Lists of registered and legal owner of vehicles; RCW 42.56, Public records Act)> as currently written or hereafter amended.

#### 2. DEFINITIONS

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

- a) "**Contract**" shall mean these terms and conditions, Data Licensing Statement, and any amendments, or attachments properly executed.
- b) "**Contract Manager**" means the representatives identified by each party on page 1 of this Contract who is delegated the authority to administer this Contract for their respective party.
- c) "**Data**" means information contained in any driver, identicard, vehicle or vessel Record, or other Data provided to the Licensee under this Contract.
- d) "**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.).
- e) "**Data Security Requirements**" means the minimum requirements, as outlined in Attachment A, *Data Security Requirements*, which the Licensee must comply with to ensure DOL Data is secure.
- f) "**Data Security Breach**" or "**Breach**" means unauthorized acquisition of computerized Data that compromises the security, confidentiality, or integrity of Personal Information as defined in RCW 19.255.010 and RCW 42.56.590.
- g) "**DOL**" means the Washington State Department of Licensing.
- h) "**Licensee**" means that agency, firm, provider, organization, individual or other entity performing services or obtaining Data under this Contract, including all Subcontractors.
- i) "**List**" means a data structure holding many values, possibly of different types, which is usually accessed as a series of names, addresses, cities, states, zip codes or other items written, printed or a file layout put together in meaningful grouping or sequence so as to constitute a record of more than one (1).
- j) "**Off-Shoring**" means the transfer of any DOL data to a person, business, service-provider, agency, governmental or non-governmental organization not physically located within the geographic confines of the United States.
- k) "**Permissible Use**" means only those uses authorized in this Contract.
- l) "**Personal Information**" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or

other activities, addresses (except zip code), telephone numbers, social security numbers, driver license numbers, other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons or under other state and federal statutes.

For vehicle data, pursuant to RCW 46.12.630(8), "Personal Information" means information that identifies an individual, including an individual's photograph, social security number, driver identification number, name, address (but not the five-digit zip code), telephone number, or medical or disability information.

- m) "Record" or "Records" means the compilation of Data associated with driver, identicard, vehicles, motor vehicles and/or vessels as defined in applicable Washington State law (such as RCWs 46.52.130, 46.04.670, 46.04.320 and 88.02.310).
- n) "RCW" means the Revised Code of Washington. All references in this document to RCW chapters or sections shall include any successors, amended, or replacement statutes.
- o) "WAC" means the Washington Administrative Code. All references in this document to WAC chapters or sections shall include any successor, amended, or replacement statutes.

### **3. DATA LICENSING STATEMENT**

*Data Licensing Statement* is included in this Contract, for the Licensee to receive DOL Data. The *Data Licensing Statement* identifies the specific DOL Data required for the request and the uses allowed for that Data and other details as deemed appropriate. The *Data Licensing Statement* is attached hereto as Attachment B, *Data Licensing Statement*.

### **4. COMPENSATION**

Licensee shall reimburse DOL for the actual cost of providing the Data. Costs will be outlined in Attachment B, *Data Licensing Statement*.

### **5. TERMS AND CONDITIONS**

All rights and obligations of the parties to this Contract shall be subject to and governed by the following: the terms and conditions of this Contract; Attachment A, *Data Security Requirements*, and Attachment B, *Data Licensing Statement*, and amendments as may be subsequently added to this Contract; and which are attached and incorporated herein.

### **6. PERIOD OF PERFORMANCE**

Subject to its other provisions, this Contract shall begin on and end as stated on page one (1) unless terminated sooner or extended by DOL as provided herein. [<Remove if one time only request: This Contract may be extended by mutual agreement of the parties.>](#)

### **7. CONTRACT MANAGEMENT**

The Contract Manager for each of the parties as listed on page one (1) shall be responsible for and shall be the contact person for all communications regarding the performance of this Contract. [<Remove if one time only request: The Licensee is required to notify the DOL Contract Manager in writing within thirty \(30\) days of changes to contact information, business mailing address. Failure to appropriately make written notification may result in a disruption in transactions for which DOL will not be liable or may result in the termination of this Contract.>](#)

### **8. SAFEGUARDING OF PERSONAL INFORMATION <will be deleted if no personal information is provided>**

The Licensee shall not use or disclose Personal Information in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. The Licensee agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding Data Security and electronic Data interchange of Personal Information.

The Licensee shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification, or loss. The Licensee shall ensure its directors, officers, employees, or agents use it solely for the purposes as set forth in this Contract. The Licensee agrees not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of DOL or as otherwise authorized by law. The Licensee agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure. DOL reserves the rights to

monitor, audit, or investigate the use of Personal Information collected, used or acquired by the Licensee through this Contract.

Any Breach of this clause may result in termination of this Contract and a demand or the return or destruction of DOL Data.

## **9. OFF-SHORING**

Licensee understands and agrees to the provision that the Off-Shoring of any and all DOL-provided Data is forbidden in all circumstances and Licensee is responsible for ensuring compliance with this provision prior to any onward dissemination of DOL provided Data. Evidence of compliance with this provision is required to be presented to DOL during each audit.

## **10. AUDITS** <Choose one audit type, delete the others>

<Include if they are receiving personal info from **vehicle** data – recurring>

### **a) Audits of Vehicle Data**

Pursuant to chapter 46.12.630 RCW, Licensee, and its Subcontractors or agents receiving Personal Information, are required undergo both regular Permissible Use and Data Security audits that demonstrate compliance with Data Security standards adopted by the Washington State Office of the Chief Information Officer (OCIO).

Audits will be conducted within six (6) months of Contract execution of this Contract, and approximately every two (2) years thereafter, with the un-edited results of all audits to be provided to DOL for review. DOL may approve an alternate audit schedule on a case-by-case basis.

<Include if they are receiving personal info from **vehicle** data -- one-time>

### **a) Audits of Vehicle Data**

In accordance with 46.12.630 Revised Code of Washington, lists of vehicle owners is subject to data security and permissible use audits. If a breach or other serious data security or permissible use concern occurs, or DOL suspects a data security or permissible use concern, DOL may require the Licensee to be audited.

<Include if they are receiving driver personal information - **one-time** >

### **a) Audits of Driver Data**

If a breach or other serious data security or permissible use concern occurs, or DOL suspects a data security or permissible use concern, DOL may require the Licensee to be audited.

<Include if they are receiving recurring/personal information of **Driver** Data>

### **a) Audits of Driver Data**

DOL will conduct comprehensive Data Security audits of the Licensee and Subcontractors receiving Personal Information within approximately six (6) months of Contract execution, and approximately every two (2) years thereafter, or at an alternate timeframe suitable to DOL. The audit will consist of a review of information security practices and controls, or such other related issues as deemed appropriate by DOL.

### **b) Cost of Audits**

Licensee will be responsible for all costs associated with the audits.

### **c) Corrective Action Plans**

Within thirty (30) days after receiving the results of an audit, Licensee must submit a corrective action plan for each violation identified by an audit. For each violation, the corrective action plan must outline the following:

- Steps to be taken to correct the violation; and
- A timeline for the steps, including the anticipated completion date.

## **11. SUBCONTRACTING**

With prior written approval from DOL, Licensee may share DOL Data with contractors or agents. Licensee is responsible for ensuring that all terms, conditions, securities, assurances, certifications and audit requirements set forth in this Contract are carried forward to all of its contractors or agents. Licensee is responsible for ensuring OCIO standards for Data Security are adhered to fully in any such agreement and all such agreements will be provided for DOL review as part of the contracting approval request.

## **12. DISPUTES**

The parties agree that time is of the essence in resolving disputes. In the event a dispute arises under this Contract, it shall be conveyed to the DOL using the following process:

- a) When a bona fide 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 Contract number;
  - 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

- b) 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.
- c) 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.
- d) 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 intervention by the Governor, as provided by chapter 43.17 RCW and informs DOL of this decision in writing within five (5) business days of the DOL decision date.
- e) Each party shall be responsible for its own expenses in all dispute-related matters.

## **13. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable federal and state statutes and regulations;
- b) This Contract's terms and conditions;
- c) Attachment A, *Data Security Requirements*;
- d) Attachment B, *Data Licensing Statement*, issued against this Contract; and
- e) Any other provisions of this Contract incorporated by reference or otherwise.

Terms or conditions that are more restrictive, specific, or particular than those contained in the terms and conditions shall not be construed as being inconsistent or in conflict.

## **14. NON-ALLOCATION OF FUNDS – SUSPENSION, REDUCTION OR TERMINATION**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, either party may:

- a) Suspend Contract services for an identified period of time by issuing notification to the other party. An amendment may result based on the length of the suspension and impact to the parties.
- b) Reduce Contract services upon mutual agreement of the parties. If the services are being reduced due to a funding change or modification, said service reduction will be reflected in an amendment to this Contract and/or *Data Licensing Statement(s)*.

- c) Terminate this Contract upon notice subject to renegotiation under any new funding limitations and conditions. If this Contract is so terminated, Licensee shall be liable only for payment required, if any, under the terms of this Contract for services rendered delivered prior to the effective date of termination.

**15. SUSPENSION FOR CONVENIENCE**

DOL reserves the right at any time to order the suspension or stoppage of this Contract for its own convenience for up to thirty (30) consecutive days. The Licensee will receive notice of the reasons for such an order and stop work in as directed by DOL. Licensee shall retain the right to appeal such actions in accordance with the terms of Section 12, *Disputes*, as a result of suspension orders issued under this section.

**16. TERMINATION FOR CONFLICT OF INTEREST**

DOL may, by written notice to the Licensee terminate this Contract if it is found after due notice and examination by DOL that there is a violation of the Ethics in Public Service Act, chapter 42.52 RCW; or any similar statute involving the Licensee in the performance under this Contract.

**17. TERMINATION FOR CAUSE**

Any violation of the restrictions, conditions or requirements contained in this Contract constitutes grounds for DOL to terminate this Contract immediately and without notice.

**18. TERMINATION FOR CONVENIENCE**

Either party has the right to terminate this Contract by giving written notice to the other party at least fifteen (15) business days before the effective date of termination. Written notice may include, but is not limited to notice provided by United States Postal Service (USPS), email or FAX. If this Contract is so terminated, Licensee is liable only for payments required under the terms of this Contract for Data provided prior to termination.

**19. TERMINATION FOR WITHDRAWAL OF AUTHORITY**

In the event that the authority of DOL to perform any of its duties under this Contract is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, DOL may terminate this Contract.

**20. TERMINATION PROCEDURE**

After receipt of a notice of termination, and except as otherwise directed by DOL's Contract Manager, the Licensee shall:

- a) Stop using all Data provided under this Contract immediately, and to the extent specified, in the notice;
- b) Place no further orders for DOL Data files
- c) Settle all outstanding liabilities; and
- d) Take such action as may be necessary, or as DOL's Contract Manager may direct, for the protection and preservation of DOL Data related to this Contract which is in the possession of the Licensee.

**21. ALTERATIONS & AMENDMENTS**

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

**22. ASSIGNABILITY**

The Licensee shall not assign this Contract, nor any claim arising under this Contract without the prior written consent of DOL, which consent shall not be unreasonably withheld.

**23. COMPLIANCE WITH APPLICABLE LAW**

At all times during the term of this Contract, the Licensee shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

**24. GOVERNANCE**

This Contract 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.

**25. INDEPENDENT CAPACITY**

The employees or agents of each party under this Contract shall continue to be the employee or agent of that party and shall not be considered for any purpose to be employees or agents of the other.

**26. INDEMNIFICATION** <Choose one and delete the other statement>  
<Choose if **state** agency>

Each party to this Contract shall indemnify, defend and hold harmless the other party from and against all claims for damages resulting from its own acts and/or omissions and those of its officers, employees and agents arising out of or resulting from the performance of this Contract.

<Choose if **private** business or individual>

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 or actions arising from any form of Data Security Breach as described in this Contract, or any negligent or intentional acts or omissions of the Licensee, or agents of the Licensee, while performing the terms of this Contract. Licensee is responsible for safekeeping of DOL 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 DOL Data which is provided under this Contract. Each party to this Contract shall be responsible for its own acts and/or omissions and those of its officers, employees and agents.

DOL retains the right to unilaterally stipulate the terms of indemnification throughout the duration of this Contract and Licensee shall provide proof of such indemnification to DOL upon request.

**27. LEGAL FEES**

Unless otherwise specified by law, in the event of litigation or other action brought to enforce Contract terms, each party shall bear its own legal fees and costs.

**28. LIMITATION OF SIGNATURE AUTHORITY**

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

**29. RECORDS MAINTENANCE**

The Licensee shall maintain books, records, documents and other evidence of accounting and Data Security procedures and practices. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by DOL, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract.

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

Licensee is a government agency, and the parties have mutually determined that the Licensee shall adhere to its required retention schedule.

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 this Contract to the other party, 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.

**30. RELEASE OF INFORMATION THIRD PARTIES**

All Data will be completely confidential; Data will not be shared with any third parties, unless otherwise allowed herein.

**31. RIGHTS OF INSPECTION**

The Licensee shall, at no cost to DOL, provide DOL with reasonable access to Licensee's place of business and Licensee's records, wherever located. This right of inspection shall extend to any authorized agent or official of the state of Washington. These inspection rights are intended to allow DOL to monitor, audit, and evaluate the Licensee's use of Data and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.

**32. SEVERABILITY**

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

**33. SURVIVORSHIP**

All transactions executed pursuant to the authority of this Contract shall be bound by all of the terms and conditions set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**34. WAIVER**

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

**Attachment A**  
**Data Security Requirements**

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**1. Data Classification**

The classification of the data shared is considered:

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

**2. Data Security**

Licensee agrees to preserve the confidentiality, integrity and availability of DOL data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices. Licensee will ensure information security in accordance with current standards as set forth in any of the following: ISO27002, PCI-DSS, ITIL, FISMA, SOC 2.

**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 (when data is defined as Category 3 or above)

**4. Application Security**

Licensee agrees to 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 as described in:

- a) The Open Web Application Security Project (OWASP) Top Ten

**5. Computer Security**

Licensee agrees to maintain the computers that access DOL data by ensuring the operating system and software are updated and patched regularly, such that they remain secure from known vulnerabilities. Licensee further agrees that the computer device(s) are installed with an Anti-Virus solution and signatures updated frequently.

**6. Data Storage**

Licensee agrees that any and all DOL data will be stored, processed, and maintained solely on designated computing equipment and that no DOL data at any time will be processed on or transferred to any portable storage medium.

**7. Data Transmission**

Licensee agrees that any and all electronic transmission or exchange of system and application data with DOL and/or any other parties expressly designated by DOL shall take place via secure means (e.g., HTTPS or SFTP).

**8. Data Encryption**

Licensee agrees that any and all DOL data, in transit or at rest, defined as Category 3 or above, be encrypted using only NIST or ISO approved encryption algorithms. Licensee further agrees that any laptop/notebook computing device, processing DOL data, be installed with end-point encryption (i.e., full disk encryption).

**9. Distribution of Data**

Licensee agrees that any and all DOL data exchanged shall be used solely for the purposes as expressly described in this Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Licensee. Licensee further agrees that no DOL data of any kind shall be transmitted, exchanged or otherwise passed to other contractors/vendors or Interested Parties except Subscribers who have an authorized legal permissible use according to the current agreement, right to receive DOL data, and who are under contract with the



Licensee. Any exception shall be on a case-by-case basis as mutually agreed to in writing by the execution of an amendment to this Agreement.

#### **10. Data Disposal**

Unless otherwise specified in the Contract, Licensee agrees that upon termination of this Agreement it shall erase, destroy, and render unrecoverable all DOL data and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of DOL, whichever shall come first. At a minimum, media sanitization is to be performed according to the standards enumerated by NIST SP 800-88 Guidelines for Media Sanitization.

#### **11. Access Security**

Access to the data will be restricted to authorized users 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 and the sharing of user ID and passwords is strictly prohibited.

#### **12. Security Breach Notification**

Licensee agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of DOL 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 agrees to 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; email: [hlbhelp@dol.wa.gov](mailto:hlbhelp@dol.wa.gov)
- b) Assume responsibility for informing all such individuals in accordance with applicable state and federal laws
- c) Indemnify, hold harmless and defend DOL and its trustees, officers, and employees from and against any claims, damages, or other harm related to such notification event.
- d) Mitigate the risk of loss and comply with any notification or other requirements imposed by law or DOL.

**ATTACHMENT B  
DATA LICENSING STATEMENT**

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**1. COSTS**

For Data licensed under this *Data Licensing Statement*, Licensee agrees to reimburse DOL for actual costs associated with providing Data as follows:

<for one time data> The estimated cost to provide Data is \$\_\_\_\_\_. Licensee will be billed for the actual cost to provide data at the rate of \$47.99 per hour. \*The cost is based on an estimated of the amount of time it will take to complete the request. However, you will be invoiced for the actual costs.

<for recurring data>

1.	Costs and Set-up Fees	*Cost
	One Time Setup Fee – Prepaid	
	<Monthly, Yearly or whatever frequency they request> Charge	
2.	Additional Fees	Hourly Rate
	Requests for additional data runs or reruns	\$ 47.99

**2. ADDITIONAL DATA RUNS OR RERUNS**

Requests from Licensee for Data runs at frequencies or dates not already agreed upon within this Contract will require additional fees. Each additional Data run or rerun will be billed at a rate(s) outlined in this Contract. Additional set up fees may also apply. “Rerun” means the re-delivery of a previous sent file unless there was a corruption in the original file.

**3. PERMISSIBLE USE OF DATA <may be deleted if no personal information is provided>**

It is the Licensee’s responsibility to know and understand the uses permitted by both federal and state laws. Regardless of what is permissible by law, Licensee may only use Data as authorized by this Contract. Licensee is not authorized to use or release Personal Information for direct marketing or commercial use. The Licensee shall protect Data collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Licensee shall ensure its directors, officers, employees, Subcontractors, and agents use the Data solely for the Permissible Uses set forth in this Contract.

Uses other than those explicitly listed below are *strictly prohibited*. Licensee is responsible to ensure that use of the Data beyond that which is specifically authorized herein are not permitted; including Subcontractors’ uses of Data.

Data provided under this Contract is considered Confidential as defined in Attachment A, *Data Security Requirements*. DOL Data must not be published on the Internet.

This Contract will be terminated for Default if any of the Data or Data fields are improperly disclosed, exposed or otherwise utilized and will be liable for damages as allowed by law. The Licensee is wholly responsible for the safekeeping of any DOL Data provided under this Contract.

The Data provided in this Contract contains Personal Information as defined in this Contract. Licensee may use Data provided under this Contract only for the following uses, as permitted by law:

<insert>

**4. DESCRIPTION OF DATA <will be edited as appropriate>**

The description of the column headings are defined as follows:

- Field Description – describes the type of Data in that field.
- Data Base Name – identifies the name DOL field Data is stored in.
- Type – identifies if the Data is numeric (9), or alphabetic (x).

- Size Bytes – identifies the maximum number of characters for Data in that field.
- Position – identifies what location (position) the Data begins at in the file.

Field Description	Data Base Name	Type	Size Bytes	Position	Personal Information Y/N*
<add rows as needed>					

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

**5. ACCESS TO DATA**

DOL shall provide using the mutually agreed upon file lay out 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.

**Frequency of Data Delivery:** <insert>

**Delivery Method:** <insert applicable method>

**File Type:** <Excel, Flat file, Flat file – comma delineated, etc.>

