

**STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION
PRIVACY PROTECTION POLICY**

In consideration of receiving personal information contained in Motor Vehicle Administration records, I HEREBY CERTIFY on behalf of _____ as its authorized agent this _____ day of _____, 200__, that

1. _____ understands that federal laws affect access to and use of computer information including, but not limited to, 15 U.S.C.A. § 278g-3 (Computer Security Act of 1987); 23 U.S.C.A. § 401 (National Driver Register Act); 5 U.S.C.A. § 552 (Freedom of Information Act); 5 U.S.C.A. § 552a (**Privacy** Act of 1974); 18 U.S.C.A. § 1001 (Computer Fraud and Abuse Act of 1986); 17 U.S.C.A. § 109 (Computer Software Rental Amendments Act of 1990); 15 U.S.C.A. § 1681 (Fair Credit Reporting Act); and, 18 U.S.C.A. §§ 2721 et seq. (Driver's **Privacy Protection** Act of 1994).

2. The **Maryland** Department of Transportation Office of Information Resources, its client agencies and their customers also adhere to **state** data processing security policies as set forth in Executive Order 01.01.1983.18 (**Privacy and State** Data System Security); Md. Code Ann., Crim. Law §8-606 (falsification of public records) and §7-302 (unauthorized access); Md. Code. Ann., **State** Gov't §§ 10-611, 10-616 and 10-626 (**Maryland** Public Information Act); Md. Code Ann. Transp. II §§ 12-111 to 12-113 (Motor Vehicle Administration Records); and, as published by the Secretary of the Department of Budget and Management from time to time under Md. Code Ann., **State** Fin. & Proc. § 3-403.

3. _____ and all employees agree to maintain in strictest confidence and not willfully disclose to any person, firm, or corporation information obtained as a result of their access to personal information from Motor Vehicle Records.

4. By signing this agreement, _____ warrants that the signator and all personnel are familiar with all provisions of the federal Driver **Privacy Protection** Act of 1994, 18 U.S.C.A. §§ 2721 et seq., and with §§ 10-611, 10-616, 10-626 of the **State** Government Article and §§ 12-111 through 12-113 of the Transportation Article, Annotated Code of **Maryland**, which limit access to personal information from public records in **Maryland**. Further, _____, in behalf of itself, its successors and assigns further agrees that all users will abide by the terms of both the federal and **state** law including, but not limited to, those restricting access to personal information from Motor Vehicle Administration records only to those persons and for those purposes which are permitted under both laws.

5. _____ agrees to keep a record for five (5) years of all persons to whom information is redisclosed under this Agreement, and the purpose for which the information is to be used; and, to make that record available to the Motor Vehicle Administration upon request.

6. _____ shall be liable for, and shall indemnify, defend, and hold the Motor Vehicle Administration harmless for, any misuse or misappropriation of any personal information in a record obtained from the Administration in connection with this agreement.

7. _____ shall further indemnify the Motor Vehicle Administration for and against any and all losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or part out of acts or omissions by _____ with respect to laws restricting access to and disclosure of vehicle records including, without limitation, reasonable attorneys fees and all other costs of defending against such action or claim.

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

Maryland Department of Transportation
Motor Vehicle Administration

Witness: _____

By: _____

Date: _____

Date: _____

X Witness: _____

X Purchaser: _____

X Date: _____

X Date: _____

Approved as to form and legal sufficiency:

Assistant Attorney General

Date: _____