

INTERNET VEHICLE/VESSEL INFORMATION PROCESSING SYSTEM (IVIPS)  
 USER AGREEMENT BETWEEN  
 WASHINGTON STATE DEPARTMENT OF LICENSING  
 AND  
 WASHINGTON STATE UNIVERSITY

Account # 564626  
 October 3, 2008

This Agreement is made and entered into by and between the Washington State Department of Licensing, herein after referred to as "DOL", 1125 Washington Street SE, Olympia, WA 98504 and Washington State University, PO Box 645500, Pullman, WA 99164, herein referred to as "USER or Contractor".

**1. PURPOSE OF AGREEMENT**

This is a reimbursable services Agreement to provide public record information on vehicles and/or vessels under Revised Code Washington (RCW) 46.12.370, RCW 46.12.380, RCW 46.12.390, RCW <http://apps.leg.wa.gov/rcw/>, Washington Administrative Code (WAC) 308-93.087, WAC 308-93-088, WAC 308-93-089, WAC 308-10, WAC 308-10-45, <http://apps.leg.wa.gov/wac/> and Chapter 18 USC Sec. 2721-2725 Driver Privacy Protection Act (DPPA) <http://www.accessreports.com/statutes/DPPA1.htm>, Executive Order 97-01 <http://www.governor.wa.gov/execorders/eoarchive/eo97-01.htm>. *It is the USERS' responsibility to become familiar with the above mentioned references.*

This Agreement cancels and supersedes any prior Agreement for providing vehicle/vessel record information as set forth herein, known or unknown, made between DOL and USER, and identifies the terms and conditions under which information is provided for inspection and copying.

**SPECIAL TERMS AND CONDITIONS**

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**2. DEFINITIONS**

As used in this Agreement, the following terms shall have the meaning below:

- 2.1 "Commercial purpose" means using or intending to use information for the purpose of facilitating a profit-expecting business activity, except as provided in RCW 46.12.380.
- 2.2 "IVIPS" means the Internet Vehicle/Vessel Information Processing System that is used to obtain information under this Agreement.
- 2.3 "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, 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 under either RCW 42.56 or other state and federal statutes.
- 2.4 "Private Investigator" means a person who is licensed under RCW 18.165, <http://apps.leg.wa.gov/rcw/>, and may or may not be employed as or by a private investigator agency for the purpose of investigation, escort or bodyguard services, or property loss prevention activities.
- 2.5 "RCW" means the Revised Code of Washington.
- 2.6 "USER" means the primary agency or entity contracting with the Department of Licensing to access the IVIPS data system.
- 2.7 "USERS" for the purpose of this Agreement shall include authorized employees with access to the IVIPS data system (if applicable).
- 2.8 "WAC" means Washington Administrative Code.

**3. PERIOD OF PERFORMANCE**

Subject to its other provisions the Period of Performance for this Agreement shall commence on the **date of execution**, and shall not exceed **November 30, 2010**, or unless terminated, whichever occurs first.

*NOTE: Before existing Agreement can be renewed, USER must submit a new application with current business license (if applicable) and all applicable required documentation. This Agreement is void upon formal action of the State Legislature enacting statutory prohibition or failure to provide funding for the performance of duties provided herein.*

**4. STATEMENT OF WORK**

**PERMITTED USE:**

**USER Shall:**

Comply with and agree to use the information provided under this Agreement for the sole purpose of;

Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions. Obtaining owner information to notify owner that vehicle is located in a no parking or restricted area and for the purpose of public safety, and for the issuance of citations when appropriate.

USER or USER employees shall **not provide screen prints of the IVIPS records** to any clients, customers for any reason, even if the information is the clients, customer's personal information. Clients and customers must apply for information through a public disclosure request to obtain their records from DOL. Providing a screen print may result in termination of this Agreement.

No variations or other uses are permitted and will be considered a violation and immediate termination of IVIPS access may result.

- 4.1 Deposit a minimum of \$25.00 or an amount determined sufficient to reimburse DOL for estimated monthly services, before receiving any information. (See Payment & Billing Section 5).
- 4.2 Receive the USER's secure account/access code from DOL. Each request for information will require this account/access code from USER and/or pre-authorized USERS (employees) with account/access codes (if applicable).
- 4.3 Ensure each employee using IVIPS has reviewed and is familiar with this Agreement and signed the **Appropriate Use Declaration (AUD) form, Attachment A**. The signed AUD form(s) shall be kept at the USER place of business. DOL may request a copy of the signed form(s) at anytime.
- 4.4 Ensure the USER and USER'S employees and agents will maintain the confidentiality of the Vehicle/Vessel records by:
  - 4.4.1 Protecting their account numbers and passwords;
  - 4.4.2 Instructing USERS to change their passwords every 90 days, as recommended for security enhancement and by using hard to guess passwords; particularly when there are changes in personnel;
  - 4.4.3 Instituting penalties for misuse of data.
- 4.5 Submit to DOL the names of employees (if applicable), who will have IVIPS access by completing the **User List Form, Attachment B** and,
  - 4.5.1 Each employee will be issued a unique sub-account/access code and shall be the sole USER of that account.
  - 4.5.2 Disclosure or unauthorized use of the sub-account/access code by any USER is prohibited.
- 4.6 Be responsible to notify DOL in writing of any changes to contact information within three (3) business days of the change; i.e. change of business address, phone number, Contract Manager, employee eligibility or if an employee with access leaves employment. Failure to do so may result in immediate access termination.
- 4.7 Maintain and instruct all employee USERS to maintain legible **Information Request Log(s) (IRL), Attachment C** (each employee shall maintain a log; photocopies of this sample form are permitted) or USER may use a legible **Information Request Log(s) (IRL)**, of the USERS choosing if the IRL contains all of the following data fields:
 

Date of search/inquiry	Specific verifiable reason for each search/inquiry
Time of search/inquiry Account number	Case, Court and County, Docket, Cause and/or Claim number
Plate/VIN numbers/Names	Type of search/inquiry (phone, internet, or written).
Requestors(User) initials	
- 4.8 When information is acquired for Attorneys, Private Investigators and Service of Process, the "specific verifiable reasons" must include a minimum of one of the following: the case, court and county, docket, cause, and/or claim number.
- 4.9 Provide a legible copy of IRL to DOL for all USERS within three (3) business days of receiving a written request from DOL. Failure to provide IRL as requested by DOL may result in immediate termination of this Agreement.
- 4.10 Understand that data updates occur approximately every 48 hours for Vehicle and every seven (7) days for Vessels. Be subject to inspection, copying, or inquiry fees may apply and be paid according to Payment & Billing Section 5.
- 4.11 Request Vehicle/Vessel records as authorized by applicable RCW's, WAC's, laws and statutes using one of the following options:

- Option 1 - Telephone communication - DOL staff can provide verbal information, and receive requests for copies of records to be sent to USER.
- Option 2 - Written Communication - DOL staff can provide a copy of a record or lists of individual records as authorized.
- Option 3 - IVIPS - Provides the USER the ability to inspect Vehicle/Vessel records through the internet.

4.12 Retain all information obtained under this Agreement for a period not to exceed one (1) calendar year from the date of Agreement termination, or until business purpose is served, whichever ever occurs first. Destroy all information in a manner that it may not be recovered. After the destruction of information USER shall return to DOL a signed **Certification of Data Disposition form, Attachment D**, unless otherwise indicated by law or USER is exempt as set forth in RCW 46.12.380(6) or if the parties mutually determine that return or destruction is not feasible, then the form is to be returned indicating exemption.

4.13 Acknowledge that whenever information is given to an *Attorney or Private Investigator* under this Agreement according to RCW 46.12.380.

4.13.1 **Notice will be provided by DOL**, to the Vehicle/Vessel owner whom the information applies, that the information has been granted by DOL to an *Attorney or Private Investigator* no later than the following business day.

4.13.2 When the USER is providing information to an *Attorney or Private Investigator*, the USER **must notify** the Vehicle/Vessel owner whom the information applies in writing no later than the following business day, that the information has been granted to an *Attorney or Private Investigator and;*

4.13.3 USER **must** also send a copy to DOL of the notice sent to owner by US mail no later than the following business day addressed as provided in Section 17, Contract Manager.

4.13.4 All notices **must** include the name, address and phone of the *Attorney or Private Investigator* requesting the information, and must include the Vehicle/Vessel information provided (i.e. Plate/REG and VIN/HIN).

4.13.5 Unless notification is otherwise indicated by law or if USER is a government entity exempt as set forth in RCW 46.12.380(6).

#### 4.14 PROHIBITED USE OF INFORMATION

Unless otherwise required by law, any personal Vehicle/Vessel owner information or part thereof received through this Agreement by USER or USERS **shall not:**

4.14.1 Be furnished to any person, association, or organization for any private, personal or commercial purpose without prior written approval from DOL.

4.14.2 Provide screen prints of IVIPS records to any client, and/or customer for any reason, even if the information is theirs.

4.14.3 Be disclosed, sold, published, or otherwise distributed, used for mailing purposes, or to make unsolicited business contacts if any of these are for commercial purposes; or for personal or private use for any reason. "*Unsolicited business contact*" means a contact that is intended to result in, or promote the sale of any goods or services to a person named in the disclosed information.

4.14.4 Make false representation to obtain any personal information from an individual Vehicle/Vessel record from DOL.

#### 5 PAYMENT AND BILLING

USER agrees to pay all fees due under this Agreement by one of the following methods:

5.1 Deposit in the amount of \$25.00 via check or money order. Deposit is for pre-payment of DOL's copying and direct costs for information.

5.2 Pay invoices received within fifteen (15) days of receipt. Billing shall be no less than monthly for actual usage at the Fee rates set forth in this Agreement.

5.3 All correspondences must specifically state that money is for "**IVIPS Deposit**"; Payment shall be made to: **Revenue Accounting**

**IVIPS Deposit**

**P.O. Box 9048**

**Olympia, WA 98507**

5.4 Upon termination of this Agreement, DOL shall refund any remaining portion of deposits received after applying funds to any outstanding fee balances.

#### 6 FEES

6.1 Telephone and Written

\$ 0.15 - (fifteen cents) for each copy requested.

\$ 0.75 - (seventy-five cents) for each page of microfilm or imaged document requested.

\$ 1.50 - (one-dollar and fifty cents) for each certification affixed to any copy.

6.2 Internet

\$0.04 - (four cents) for each internet inquiry. An inquiry means any access to the IVIPS that retrieves a record or returns a "no file" indicated.

6.3 Lists

Fees covering DOL's direct cost for computer-generated lists shall be agreed upon and pre-paid before DOL will disclose the information.

6.4 DOL maintains the right to increase or decrease the fees for rendering services under this Agreement. Any amended fees shall be subject to Section 10.

7 RIGHTS OF INSPECTION

DOL reserves the rights to monitor, perform audits, or investigate the use of Vehicle/Vessel information collected, used or acquired by the USER or USERS through this Agreement. The monitoring, investigating or auditing, may include, but is not limited to, "salting" by DOL. "Salting" means the act of introducing data containing unique but false information that can be used later to identify inappropriate access of internet inquires and /or disclosure of record information obtained from DOL. If a USER is found to be in violation of applicable RCW's, WAC's, laws and statutes cited in this Agreement, immediate termination may occur and DOL may suspend and/or revoke the privileges of obtaining information for up to five (5) years. Each violation may result in a gross misdemeanor punishable by a fine not to exceed \$10,000 (ten thousand dollars), or by imprisonment in a county jail not to exceed one (1) year, or both for each violation.

8 LIMITATION UPON ASSIGNMENT

This Agreement is not assignable by either party.

9 PROPRIETARY RIGHTS

USER shall acquire no proprietary rights, exclusive or otherwise, to information obtained from DOL.

10 AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may 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.

11 ASSURANCES

DOL and the USER agree that all activity pursuant to this Agreement will be in accordance with all the applicable current or future Federal, State and local laws, rules, and regulations.

12 DATA DISPOSITION

The USER shall certify the return or destruction of all data sets as described herein upon expiration or termination of this Agreement (Reference: *Certification of Data Disposition*, Attachment D) and shall retain no copies, unless exempt as set forth in RCW 46.12.380(6). If the parties mutually determine that return or destruction is not feasible, neither party shall use the Confidential Information in a manner other than those permitted or authorized by state and federal laws.

13 LIMITATION OF STATE'S LIABILITY

The parties agree that in no event shall the state of Washington, the Department, the Director of the Department or any Department employees, be liable to USER for any damages, costs, lost production, or any other loss of any kind for failure of the Department's equipment, hardware or software to perform for any reason, or for the loss or consequential damage which is the result of acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of fire, failure of communications or computer equipment, facilities, or software, power failures, nuclear accidents or other disasters.

The state of Washington, the Department, the Director of the Department or any Department employee shall not be liable for any claim of any nature against USER by any party arising from any failure in the service furnished by the Department under this Agreement, for any errors, mistakes or acts on the part of the Department or its agents which result in the failure of the Department's equipment or software which fails to perform for any reason or for any other loss or consequential damage which is a result of acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of fire, failure of communications or computer equipment, facilities, or software, power failures, nuclear accidents or other disasters.

14 DISPUTES

The parties agree that time is of the essence in resolving disputes.

During the dispute resolution period, parties agree:

- If the subject of the dispute is the payment due to DOL, DOL may cease regularly scheduled access and terminate this Contract.
- If the subject of the dispute is not the payment due, the DOL may continue performance of work under the Contract, unaffected by the dispute.

#### Dispute Steps

1. When a bona fide dispute concerning a question of fact arises between DOL and the Contractor 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 position of the parties;
- state the Contractor's name, address, and DOL Contract Number; and
- be mailed to the Contracts Office and the other party's Contract Manager within three (3)

working days after the parties agree they cannot resolve the dispute.

2. The responding party shall have five (5) working days to respond in writing to the requesting party's statement. This response will be sent to both the Contracts Office and the requesting party.

3. The Contracts Office shall review the written statements of the parties and reply in writing to both parties within ten (10) working days. The Contracts Office may extend this period if necessary by notifying the parties.

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

5. If a dispute panel is requested, within five (5) working days DOL and the Contractor shall each appoint a member to sit on the dispute panel. DOL and the Contractor shall jointly appoint a third member to the dispute panel within the next five (5) working days.

6. 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. The parties agree the decision of the dispute panel shall be final and binding.

#### 15. USER/USERS ACCESS TERMINATION

Each party may at its discretion disqualify an authorized USER/USERS authorized by the Contractor from gaining access to data. Notice of termination of access will in written notice and may be sent via email, fax or United States mail, and becomes effective upon receipt by the other party. Termination of access of one USER by either party may or may not affect other USER/USERS authorized under this Agreement. DOL shall review each termination on an individual basis and has the final decision and reserves the right to terminate a USER/USERS access without notice at its discretion.

#### Due to Changes

DOL may end this Agreement immediately without notice, at its discretion, in the event that a policy or procedure change is implemented by DOL, or if applicable RCW's, WAC's, laws and statutes are amended. Notice of termination of access will be by written notice and may be sent via email, fax or United States mail, and becomes effective upon receipt by the other party.

#### 16. TERMINATION

##### Default

If a USER violates any material term or condition of this Agreement, DOL may give the USER written notice of the violation. The USER will correct the violation within 30 days or as otherwise mutually agreed. If the violation is not corrected, DOL may, at its sole discretion, immediately terminate access to IVIPS and this Agreement by written notice to the USER. Upon termination, the USER shall be liable for damages as authorized by law.

DOL may suspend or revoke for up to five years the privilege of obtaining data if USER is found to be in violation of this Agreement.

The termination shall be deemed to be a "Termination for Convenience" if it is determined the USER not in default.

##### Convenience

This Agreement may be ended by either party upon giving three (3) days written notice to the other party; provided, either party may end the Agreement immediately for breach by the other party of any of its obligations under the Agreement.

In the absence of actual delivery to, and receipt by either party by mail or other means at an earlier date and/or time, notice of termination shall be conclusively deemed to have been delivered to, and received by, the other party as of midnight of the third (3<sup>rd</sup>) day following the date of its posting in the United States mail, addressed as provided in Section 17 herein.

**17. CONTRACT MANAGEMENT**

The Contract Manager for each of the parties shall be the contact person responsible for all communications regarding the performance of this Agreement.

The Contract Manager is:	The DOL Contract Manager is:
Chris Boyan Washington State University PO Box 645500 Pullman WA 99164  Phone: (509) 335-9684 FAX: (509) 335-1316 Email: parking@wsu.edu	Eileen Boman Department of Licensing Vehicles Disclosure Unit PO Box 2957 Olympia WA 98507-2957  Phone: (360) 902-3760 FAX: (360) 902-3827 Email: eboman@dol.wa.gov

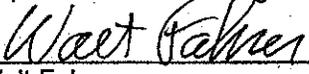
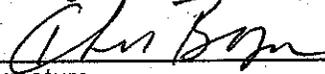
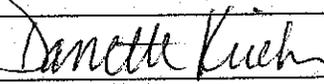
**18. INFORMATION CONTACT**

The Agreement *Information Contact* for DOL is the Vehicles Public Disclosure Unit, (360) 902-3760 or [smitchell@dol.wa.gov](mailto:smitchell@dol.wa.gov) and shall be responsible for all communications regarding this Agreement relating to:

◆ Set-up information and questions	◆ Passwords
◆ Account questions	◆ Other general information and/or questions

**19. AFFIRMATION OF AGREEMENT**

The parties signing below hereby affirm they have the authority to bind their respective parties to the terms and conditions of this agreement.

Department of Licensing  Wait Fahrer Contract Officer	Washington State University  Signature Chris BOYAN MANAGER Print Name & Title
Date: 10/21/08	Date: 10/16/08
<b>APPROVED AS TO FORM ONLY</b>  Signature on File Jerry Anderson, AAG	Contact Name: Chris Boyan Contact Phone: (509) 335-9684 If above information is incorrect, please change and initial.
Date:	Approved:  2/2/09

N. Danette Kriehn  
 Contracts Manager  
 Washington State University



ATTACHMENT B

User List

MAIL OR FAX TO  
DEPARTMENT OF LICENSING  
PUBLIC DISCLOSURE  
PO BOX 2957  
OLYMPIA, WA 98507-2957  
FAX (360) 902-3827

By signing this form:

1. I declare under penalty of perjury under the laws of the state of Washington that I agree to abide by all applicable federal and Washington State statutes, rules, regulations, and policies referenced in the IVIPS Agreement.
2. I reviewed the IVIPS Agreement with each user listed below and they are eligible to use IVIPS, based on the criteria established by the Department of Licensing.
3. I have obtained a signed *Appropriate Use Declaration* form from each employee and it is on file with me. DOL may request a copy of the signed forms at any time.
4. I am responsible to immediately notify DOL in writing of any changes to Agreement contact information i.e. business address, phone number, Contract Manager, employee eligibility or if an employee with access leaves employment. Failure to do so may result in immediate termination of this Agreement

Washington State University  
AGENCY/USER NAME

P.O. Box 645500  
ADDRESS

Chris Boyan  
SUPERVISOR NAME (PRINTED)

509-335-2950  
SUPERVISOR PHONE NUMBER

X [Signature]  
SUPERVISOR SIGNATURE

54626 564626  
PRIMARY ACCOUNT/ACCESS CODE

Pullman, WA 10/16/2008  
LOCATION DATE

**IMPORTANT: PLEASE PRINT EMPLOYEE NAME**

**DOL USE ONLY**

1. Chris Boyan Admin. Manager  
PRINT EMPLOYEE NAME TITLE/POSITION

564626  
SUB-ACCOUNT NUMBER

2. Eric Parker Web Systems Manager  
PRINT EMPLOYEE NAME TITLE/POSITION

659385  
SUB-ACCOUNT NUMBER

3. Calvin Johnson Program Supervisor  
PRINT EMPLOYEE NAME TITLE/POSITION

367322  
SUB-ACCOUNT NUMBER

4. Christina Rosecrans Program Assistant  
PRINT EMPLOYEE NAME TITLE/POSITION

632839  
SUB-ACCOUNT NUMBER

5. Justin Brackett Program Assistant  
PRINT EMPLOYEE NAME TITLE/POSITION

132003  
SUB-ACCOUNT NUMBER

6. Aaron Colyar Program Assistant  
PRINT EMPLOYEE NAME TITLE/POSITION

476054  
SUB-ACCOUNT NUMBER

7. \_\_\_\_\_  
PRINT EMPLOYEE NAME TITLE/POSITION

\_\_\_\_\_  
SUB-ACCOUNT NUMBER

8. \_\_\_\_\_  
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SUB-ACCOUNT NUMBER

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SUB-ACCOUNT NUMBER

10. \_\_\_\_\_  
PRINT EMPLOYEE NAME TITLE/POSITION

\_\_\_\_\_  
SUB-ACCOUNT NUMBER

\*NOTE: This form may be duplicated.