

INSTRUCTIONS: Enter your company or agency's full business name in each of the blanks throughout the policy and execute the agreement with a signature and date under where it states, "Purchaser"; with a witness's signature and date to the left of "Purchaser".

**STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION**

PRIVACY PROTECTION POLICY

In consideration of receiving personal information contained in Motor Vehicle Administration ("MVA") records, I HEREBY CERTIFY on behalf of _____ as its authorized agent this _____ day of _____, 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); 49 U.S.C.A. § 30301 et seq. (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 et seq. (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., Gen. Provis. §§ 4-320 and 4-401 (Maryland Public Information Act); and Md. Code Ann. Trans. II §§ 12-111 to 12-113 (Motor Vehicle Administration Records).
3. _____ and its employees agree to maintain in strictest confidence and not unlawfully disclose to any person, firm, or corporation information obtained as a result of their access to personal information from Motor Vehicle Records.
4. _____ and its employees understand that, pursuant to § 4-320(g)(2) of the General Provisions Article, they may not disclose information obtained as a result of their access to personal information from Motor Vehicle Records to any federal agent or federal agency for the purpose of federal immigration enforcement.
5. By signing this Privacy Protection Policy, _____ 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 §§ 4-320 and 4-401 of the General Provisions 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, _____, on behalf of itself, its successors, and assigns further agrees that all users abide by the terms of both the federal and state law including, but not limited to, those restricting access to personal information from MVA records only to those persons and for those purposes which are permitted under both laws.

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6. _____ agrees to keep a record for five (5) years of all persons to whom information is redisclosed under this Privacy Protection Policy and the purpose for which the information is to be used, and to make that record available to the MVA upon request.

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

8. _____ shall further indemnify the MVA 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 attorney's fees and all other costs of defending against such action or claim.

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

Maryland Department of Transportation Motor Vehicle Administration	
Witness: _____	By: _____
Date: _____	Date: _____

Purchaser	
Witness: _____	By: _____
Date: _____	Date: _____

Approved as to form and legal sufficiency:	
 _____	Date: _____
Assistant Attorney General	