



# Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

The Texas Department of Transportation, Vehicle Titles and Registration Division (TxDOT), allows individuals or companies to purchase motor vehicle record (MVR) information from the vehicle title and registration (VTR) database under certain conditions. To purchase this information, a purchaser must enter into a written service agreement with the department, in accordance with the provisions of Transportation Code, Section 502.008. Additionally, the federal Driver's Privacy Protection Act (18 U.S.C. §2721) was enacted which governs the release and use of personal data contained in VTR motor vehicle records, and provides for civil and criminal penalties for non-compliance with the law.

Purchasers of motor vehicle title and registration (MVR) information from the VTR database may enter into a written agreement with the department by either:

- 1) Completing the enclosed Request for Texas Motor Vehicle Record Information, Form VTR-275. If this option is chosen, a properly completed Form VTR-275 must be submitted with the applicable payment for the requested information **each time** a request for MVR information is submitted to the department, OR
- 2) Executing the enclosed Service Agreement for Purchase of Texas Motor Vehicle Title and Registration Information to establish an account with the department.

The VTR database contains important, secure personal data concerning vehicle owners, which must be treated in a confidential manner. Therefore, the service contract and Form VTR-275 outline the conditions under which TxDOT may provide MVR information from the VTR database on magnetic tape or via electronic transfer, and stipulates restrictions regarding the use of such information obtained by virtue of the written agreement, either directly or indirectly.

The restrictions apply to all purchasers of the MVR information from the VTR database, and any third parties that may obtain this information from the purchaser, either directly or indirectly. Each purchaser must comply with the provisions of the federal Driver's Privacy Protection Act. Penalties for violating the restrictions specified in the contract will result in immediate cancellation of the purchaser's contract.

In addition to the properly executed service contract, we request that you provide us with the following information on the Account Information Form:

1. The type of account you wish to establish;
2. The account name, address, and name(s) of person(s) responsible for this account. If the address changes, please notify us promptly.
3. The mailing address and name of the person to which the requested MVR information will be mailed, and
4. The business telephone and fax number.

Page Two

In order that the department may provide requested motor vehicle data, without requiring completion of the Request for Texas Motor Vehicle Record, Form VTR-275, the enclosed contract must be executed and returned to the department. Upon proper completion of all requested items and execution, return the service contract to:

Texas Department of Transportation  
Vehicle Titles and Registration Division  
Attention: Production Data Control Branch  
4000 Jackson Avenue  
Austin, Texas 78731-6007

If you have questions of a technical nature regarding the data format or related information, please contact the Production Data Control Branch at (512) 465-7531 or (512) 465-7950.

Sincerely,

A handwritten signature in black ink, appearing to read 'RD' followed by a horizontal line and a small flourish.

Rebecca Davio, Ph.D., Director  
Vehicle Titles and Registration Division

Attachments

STATE OF TEXAS §

COUNTY OF TRAVIS §

**SERVICE AGREEMENT FOR PURCHASE OF TEXAS MOTOR VEHICLE TITLE  
AND REGISTRATION (VTR) INFORMATION**

THIS CONTRACT, is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and

The County of Hidalgo  
hereinafter called the "Purchaser."

WITNESSETH

WHEREAS, Transportation Code, Chapter 502, establishes that the State is responsible for administering and retaining Texas motor vehicle title and registration records (MVR's); and

WHEREAS, this contract is made in accordance with the provisions of Transportation Code, Section 502.008; and

WHEREAS, the State is authorized by Title 43, Texas Administrative Code, Section 3.14, to enter into written service agreements with individuals, businesses, and governmental agencies to provide electronic access to vehicle title and registration information; and

WHEREAS, the Purchaser requests from the State authority to purchase motor vehicle title and registration (MVR) information from the VTR database; and

WHEREAS, the Driver's Privacy Protection Act (18 U.S.C. §2721), authorizes the department to disclose personal information contained in the department motor vehicle records only in accordance with that Act; and

WHEREAS, the State will provide requested MVR information from the Texas Motor Vehicle Title and Registration database provided the Purchaser agrees to the terms and conditions of this contract; and

WHEREAS, the Commission adopted Title 43, Texas Administrative Code, Chapter 3, establishing the costs the State may assess a Purchaser of the VTR database.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

**The State shall provide the Purchaser with requested MVR information from the Texas Motor Vehicle Title and Registration database, under the following conditions:**

### 1. INFORMATION AVAILABLE

The State will only make available information that is authorized to be disclosed by 18 U.S.C. §2721, attached as Attachment "B." MVR information will only be provided to Purchasers who certify that the intended use of the information is for a required or permitted use, as indicated in Attachment "A."

### 2. CERTIFICATION OF USE

Effective December 1, 2000, the State may release privacy protected personal information contained in motor vehicle records (MVRs), as defined in 18 U.S.C. §2725, only if the Purchaser certifies its intended uses of the information in Attachment "A" to this contract. Certified intended uses include only those uses for which the Purchaser itself will actually employ the information; certified intended uses do not include uses that are speculative or that will be engaged in by persons acquiring the information from the Purchaser. If the Purchaser's intended use of the information is not one of the permitted uses, the State will not release MVR information.

### 3. RESTRICTIONS

- A. The Purchaser may only use information obtained from MVRs and the VTR database in accordance with 18 U.S.C. §2721 and only for the use or uses certified to in Attachment "A", and
- B. The Purchaser shall not provide motor vehicle registration information to anyone in response to a telephone inquiry by license plate number (REG).
- C. **Resale and redisclosure:** A purchaser obtaining privacy protected personal information from MVRs may only resell or redisclose the privacy protected personal information for a permitted use authorized by law and must maintain records of any entity or person that received the information and the permitted use for which it was obtained. These records must be maintained for a period of not less than five (5) years and must be made available to the State for inspection, upon request.

Any person or entity obtaining privacy protected information from the Purchaser, directly or indirectly, must comply fully with the provisions of the federal Driver's Privacy Protection Act (18 U.S.C. Section 2721). Any violation of the above federal law by a person or entity acquiring privacy protected information from the Purchaser, directly or indirectly, will be considered a breach of this contract by the Purchaser.

The Purchaser shall immediately inform the State if privacy protected personal information provided to the Purchaser is disclosed in violation of the federal Driver's Privacy Protection Act (18 U.S.C. Section 2721). This obligation applies whether the disclosure was by the Purchaser or by a person or entity that acquired privacy protected information from the Purchaser, directly or indirectly.

#### 4. TERM OF CONTRACT

This contract becomes effective upon agreement and execution by both parties. The contract is subject to a continuous annual renewal if all parties are in agreement.

The State reserves the right to amend this contract at any time or to waive any violations of this contract by the Purchaser. The Purchaser may amend its statement of certified uses at any time by submitting a signed statement to that effect.

#### 5. CHARGES

A charge of \$23.00 per computer run, plus \$ .12 per vehicle inquiry, will be assessed, as provided for in Title 43, Texas Administrative Code, Chapter 3.

These charges may be:

- A. Prepaid and credited to a non-interest bearing escrow account at the request of the Purchaser ("Prepaid Account"). Service charges will be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Purchaser, as determined by the State and provided herein; or
- B. Paid each time a request for MVR information is submitted to the State ("Pay Upon Request Account"). Upon receipt of a request for MVR information and applicable payment, the State will process and release the requested MVR information to the Purchaser.

#### 6. PAYMENT FOR SERVICES

Payment should be made to the following address:

Texas Department of Transportation  
Vehicle Titles and Registration Division  
P. O. Box 5020  
Austin, Texas 78763-5020

#### 7. ESTABLISHING AN ACCOUNT

##### A. PREPAID ACCOUNT

If the Purchaser chooses to establish a Prepaid Account, as described in Item 5A, the attached "Account Information" form must be completed. Upon agreement between the Purchaser and the State and payment of applicable fees, as described below, the State shall establish an account in the name of the Purchaser.

##### (i) DEPOSIT

**A deposit of at least \$1000.00 must be maintained in a non-interest bearing escrow account.** This initial deposit is to cover estimated service use. The escrow account must be established with the State prior to providing the requested MVR information to the Purchaser. Payment of the deposit shall be made by check or warrant, payable to the "Texas Department of Transportation" and is due upon execution of this contract. The \$1,000.00 minimum balance to be maintained in the escrow account may increase depending on established monthly usage by the Purchaser. The Purchaser may deposit additional funds into the escrow account in excess of the stated minimum balance. When it becomes necessary to increase the Purchaser's escrow account minimum balance, as determined by the State, the Purchaser agrees to pay the sum in increments of \$500.00. This additional funding is payable within fifteen (15) days from receipt of notification from the State.

(ii) **STATEMENT OF BALANCE**

The State will provide a statement to the Purchaser which indicates the remaining balance in the Purchaser's escrow account. A statement will be provided by the State each time requested MVR information is returned to the Purchaser.

(iii) **DELINQUENT ACCOUNT**

If the balance in the non-interest bearing escrow account falls below the \$1,000.00 minimum balance, the State will suspend providing requested MVR information to the Purchaser until such time as a deposit is made by the Purchaser, in an amount sufficient to increase the balance in the escrow account to the \$1,000.00 minimum balance.

B. **PAY UPON REQUEST ACCOUNT**

If the Purchaser chooses to establish a "Pay Upon Request" Account, as described in Item 5B, the attached "Account Information" form must be completed. Upon agreement between the Purchaser and the State, the State shall establish an account in the name of the Purchaser. The applicable payment will be made each time a request for MVR information is submitted to the State by the Purchaser.

**8. CONTACT INFORMATION**

- A. Technical assistance regarding the information provided may be obtained by contacting the VTR, Production Data Control Branch, at (512) 465-7531 or (512) 465-7950 (Monday through Friday 8:00 AM- 5:00 PM).
- B. Information regarding billings or payments for your account may be obtained by contacting the Texas Department of Transportation, Finance Division, at (512) 936-2726 (Monday through Friday 8:00 AM- 5:00 PM).
- C. Customers with questions or complaints concerning personal solicitation or privacy concerns should be referred to the VTR Customer Help Desk at (512) 465-7611 (Monday through Friday 8:00 AM- 5:00 PM).

**9. CHANGE OF STATUS**

Termination by Purchaser. The Purchaser may terminate this contract in writing at any time.

Automatic Termination. This contract will automatically terminate if the Purchaser ceases to conduct business, if the Purchaser substantially changes the nature of its business, if the Purchaser sells its business, if there is a significant change in the ownership of the Purchaser, or if the Purchaser dies. The Purchaser, its successor in interest, or its personal representative will immediately notify the State in writing of any change in status that would implicate this paragraph.

Effect of Termination. If the contract is terminated under this section, the State will refund any unused portion of the non-interest bearing escrow account, minus any outstanding balance due the State. The Purchaser's successor in interest will be eligible to apply for and execute a new contract.

**10. TERMINATION OR DEFAULT**

Termination by State. The State may terminate this contract in writing at any time for any reason.

Termination for Cause. Without limiting the foregoing, the State may immediately terminate this contract, without notice, for any violation of the terms of this contract or for any violation of any state or federal law relating to the information provided by the State under this contract.

Effect of Termination. If the contract is terminated under this section, the State will refund any unused portion of the non-interest bearing escrow account, minus any outstanding balance due the State.

## **11. COMPLIANCE WITH LAWS**

The Purchaser shall comply with all applicable Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any matter affecting the performance of this contract. By signing this agreement, the Purchaser certifies that he or she will comply with the provisions of the federal Driver's Privacy Protection Act (18 U.S.C. Section 2721), including, but not limited to, limiting usage to the permissible uses under the Act.

## **12. AMENDMENTS**

Any changes in the terms and conditions of this contract must be enacted by a written amendment, executed by all parties to this contract.

## **13. LIMITATION OF LIABILITY**

The Purchaser shall save harmless the State from any liability which may arise from the Purchaser's remote terminal access to the VTR database, and the State makes no representation or warranty as to use, result, or accuracy of data contained herein.

## **14. PRIOR CONTRACTS SUPERSEDED**

This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings and/or written agreements between the State and the Purchaser respecting the subject matter described herein.

## **15. SIGNATORY AUTHORITY**

The undersigned for the Purchaser represents and warrants that he/she is an officer of the organization for which he/she has executed this contract and that he/she has the full and complete authority to enter into this contract on behalf of the Purchaser.

IN TESTIMONY HEREOF, the parties to this contract have caused these presents to be executed in duplicate counterparts.

The County of Hidalgo

THE PURCHASER

BY:

\_\_\_\_\_  
 Signature  
 Ramon Garcia, Hidalgo County Judge  
 \_\_\_\_\_  
 Name and Title  
 1615 S. Closner Suite J  
 \_\_\_\_\_  
 Address  
 Edinburg, TX 78539  
 \_\_\_\_\_  
 City, State, and Zip Code  
 \_\_\_\_\_  
 Date

- ( ) Sole Proprietorship \_\_\_\_\_  
 Social Security Number \* or Employer I.D. Number
- ( ) Partnership \_\_\_\_\_  
 Employer I.D. Number or Tax Number \*
- ( ) Corporation \_\_\_\_\_  
 Employer I.D. Number or Tax Number \*

**\* Note:** For record keeping purposes your Social Security Number, Employer I.D., or Tax Number are requested. However, you are not required by law to provide this information and may do so voluntarily.

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

BY: \_\_\_\_\_  
Rebecca Davio, Ph.D., Director Vehicle Titles and Registration Division  
 \_\_\_\_\_  
 Date

**\*\*\* PLEASE KEEP A COPY OF THIS CONTRACT \*\*\***



# ACCOUNT INFORMATION

<p style="text-align: center;"><b>VEHICLE TITLES AND REGISTRATION DIVISION</b>                  4000 JACKSON AVENUE, AUSTIN, TEXAS 78731-6007                  PLEASE PRINT OR TYPE</p>	<p style="text-align: center;"><b>CONTRACT NUMBER</b></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p style="text-align: center; font-size: small;">For Department Use Only</p>
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**TYPE OF ACCOUNT REQUESTED:**

"PREPAID" ACCOUNT
  "PAY UPON REQUEST" ACCOUNT

<p><b>ACCOUNT NAME :</b></p> <p style="margin-left: 20px;">The County of Hidalgo</p>	<p><b>DATE :</b></p>
	<p><b>ATTN : (Name of person responsible for the account):</b></p>

<p><b>BILLING ADDRESS (City, State, Zip Code) :</b></p> <p style="margin-left: 20px;">2818 S. Business Hwy. 281 Edinburg, TX 78539</p>	<p>Rey Salazar</p>
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<p><b>MAILING ADDRESS : For Tape Returns (City, State, Zip Code) :</b></p> <p style="margin-left: 20px;">2818 S. Business Hwy. 281 Edinburg, TX 78539</p>	<p><b>ATTN: (Name)</b></p> <p>Rey Salazar</p>
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<p><b>BUSINESS TELEPHONE NUMBER :</b></p> <p style="margin-left: 20px;">956-292-7025</p>	<p><b>BUSINESS FAX NUMBER :</b></p> <p style="margin-left: 20px;">956-292-7035</p>
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**ACCOUNT MODIFICATIONS**  
(Check only if applicable)

<input type="checkbox"/> Business Name Change Only	<input type="checkbox"/> Name & Ownership Change
<input type="checkbox"/> Ownership Change Only	<input type="checkbox"/> Change in Type of Account

**For Department Use Only**

Escrow Amount \_\_\_\_\_

Date Agreement Signed \_\_\_\_\_

Date Instructions Mailed \_\_\_\_\_

<u>Account Terminated/Canceled</u>		<u>Account Number</u>
Non-Payment	User Request	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ATTACHMENT A:  
CERTIFICATION OF USE**

*Note: Effective December 1, 2000, the State may release privacy protected personal information contained in motor vehicle records (MVRs), as defined in 18 U.S.C. §2725, only if the Purchaser certifies its intended uses of the information in this Attachment. Certified intended uses include only those uses for which the Purchaser itself will actually employ the information; certified intended uses do not include uses that are speculative or that will be engaged in by persons acquiring the information from the Purchaser.*

Please INITIAL (DO NOT CHECK Y ) the intended use(s) for which the VTR Database and Weekly Updates are requested, if applicable, and complete the Certification statement on page 2:

**PERMITTED USES:**

(I) A. For use in connection with any matter of:

- (1) motor vehicle or motor vehicle operator safety;
- (2) motor vehicle theft;
- (3) motor vehicle emissions;
- (4) motor vehicle product alterations, recalls, or advisories;
- (5) performance monitoring of motor vehicles or motor vehicle dealers by a motor vehicle manufacturer; or
- (6) removal of non-owner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of:
  - (a) the Automobile Information Disclosure Act, 15 U.S.C. Section 1231 et seq.;
  - (b) 49 U.S.C. Chapters 301, 305, 323, 325, 327, 329, and 331;
  - (c) the Anti Car Theft Act of 1992, 18 U.S.C. Sections 553, 981, 982, 2119, 2312, 2313, and 2322, 19 U.S.C. Sections 1646b and 1646c, and 42 U.S.C. Section 3750a et seq., all as amended;
  - (d) the Clean Air Act, 42 U.S.C. Section 7401 et seq., as amended; and
  - (e) any other statute or regulation enacted or adopted under or in relation to a law included in Paragraphs (a)-(d).

B. Use will be strictly limited to use by:

- (1) a government agency, including any court or law enforcement agency, in carrying out its functions; or
- (2) a private person or entity acting on behalf of a government agency in carrying out the functions of the agency.

(II) A. Use in connection with a matter of:

- (1) motor vehicle or motor vehicle operator safety;
- (2) motor vehicle theft;
- (3) motor vehicle product alterations, recalls, or advisories;
- (4) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers;
- (5) motor vehicle market research activities, including survey research; or
- (6) removal of non-owner records from the original owner records of motor vehicle manufacturers;

B. Use in the normal course of business by a legitimate business or an agent, employee, or contractor of the business, but only:

- (1) to verify the accuracy of personal information submitted by the individual to the business or an agent, employee, or contractor of the business; and
- (2) if the information as submitted is not correct or is no longer correct, to obtain the correct information, for the sole purpose of preventing fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual;

C. Use in conjunction:

- With a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court;

D. Use in:

- Research or in producing statistical reports, but only if the personal information is not published, redisclosed, or used to contact any individual;

- E. Use by:  
 \_\_\_\_\_ An insurer or insurance support organization, or by a self-insured entity, or an agent, employee, or contractor of the entity, in connection with claims investigation activities, antifraud activities, rating, or underwriting;
- F. Use in:  
 \_\_\_\_\_ providing notice to an owner of a towed or impounded vehicle;
- G. Use by:  
 \_\_\_\_\_ A licensed private investigator agency or licensed security service for a purpose permitted under this section;
- H. Use by:  
 \_\_\_\_\_ An employer or an agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. Chapter 313;
- I. Use in:  
 \_\_\_\_\_ Connection with the operation of a private toll transportation facility;
- J. Use for:  
 Any other purpose specifically authorized by law that relates to the operation of a motor vehicle or to public safety. Please cite the specific law:  
Texas Transportation Code 502.185- REFUSAL TO REGISTER A VEHICLE IN CERTAIN COUNTIES. Will utilize TxDMV records to request VIN's for denial of vehicle registrations.

## CERTIFICATION

I, The County of Hidalgo, the Purchaser, certify that the intended use of the MVR information from the VTR database is requested for the Permitted Use(s) initialed above.

The County of Hidalgo  
 (THE PURCHASER)

BY: \_\_\_\_\_  
 (Signature)

Ramon Garcia, Hidalgo County Judge  
 (Name and Title)

\_\_\_\_\_  
 (Date)

**ATTACHMENT B:  
18 U.S.C. §2721 (PUBLIC LAW 103-322)  
FEDERAL DRIVER'S PRIVACY PROTECTION ACT**

**CHAPTER 123 -- PROHIBITION ON RELEASE AND USE OF CERTAIN PERSONAL  
INFORMATION FROM STATE MOTOR VEHICLE RECORDS.**

**Section 2721. Prohibition On Release And Use Of Certain Personal Information  
From State Motor Vehicle Records.**

**(a) IN GENERAL.--**

Except as provided in subsection (b), a State department of motor vehicles, and any officer, employee, or contractor, thereof, shall not knowingly disclose or otherwise make available to any person or entity personal information about any individual obtained by the department in connection with a motor vehicle record.

**(b) PERMISSIBLE USES.--**

Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of:

- motor vehicle or driver safety and theft,
- motor vehicle emissions,
- motor vehicle product alterations, recalls, or advisories,
- performance monitoring of motor vehicles and dealers by motor vehicle manufacturers,
- and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of the Automobile Information Disclosure Act, the Motor Vehicle Information and Cost Saving Act, the National Traffic and Motor Vehicle Safety Act of 1966, the Anti-Car Theft Act of 1992, and the Clean Air Act,

**and may be disclosed as follows:**

- (1) For 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.
- (2) For use in connection with matters of:
  - motor vehicle or driver safety and theft,
  - motor vehicle emissions,
  - motor vehicle product alterations, recalls, or advisories,
  - performance monitoring of motor vehicles, motor vehicle parts and dealers,
  - motor vehicle market research activities, including survey research, and removal of non-owner records from the original owner records of motor vehicle manufacturers.
- (3) For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only --
  - (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
  - (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- (4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgements and orders, or pursuant to an order of a Federal, State, or local court.
- (5) For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
- (6) For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
- (7) For use in providing notice to the owners of towed or impounded vehicles.
- (8) For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
- (9) For use by an employer or its agent or insurer to obtain and verify information relating to a holder of a

commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1986 (49 U.S.C. App. 2710 et seq.).

- (10) For use in connection with the operation of private toll transportation facilities.
- (11) For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
- (12) For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information.
- (13) For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
- (14) For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

(c) **RESALE OR DISCLOSURE.** --

An authorized recipient of personal information (except a recipient under subsection (b) (11) or (12) may resell or redisclose the information only for a use permitted under subsection (b) (but not for uses under subsection (b) (11) or (12)). An authorized recipient under subsection (b) (11) may resell or redisclose personal information for any purpose. An authorized recipient under subsection (b) (12) may resell or redisclose personal information pursuant to subsection (b) (12). Any authorized recipient (except a recipient under subsection (b) (11)) that resells or rediscloses personal information by this title must keep for a period of five years records identifying each person or entity that receives information and the permitted purpose for which the information will be used and must make such records available to the motor vehicle department upon request.

(d) **WAIVER PROCEDURES.**--

A State motor vehicle department may establish and carry out procedures under which the department or its agents, upon receiving a request for personal information that does not fall within one of the exceptions in subsection (b), may mail a copy of the request to the individual about whom the information was requested, informing such individual of the request, together with a statement to the effect that the information will not be released unless the individual waives such individual's right to privacy under this section.

**Section 2722. ADDITIONAL UNLAWFUL ACTS**

(a) **PROCUREMENT FOR UNLAWFUL PURPOSE** --

It shall be unlawful for any person knowingly to obtain or disclose personal information, from a motor vehicle record, for any use not permitted under section 2721 (b) of this title.

(b) **FALSE REPRESENTATION.** --

It shall be unlawful for any person to make false representation to obtain any personal information from an individual's motor vehicle record.

**Section 2723. PENALTIES**

(a) **CRIMINAL FINE** --

A person who knowingly violates this chapter shall be fined under this title.

(b) **VIOLATIONS BY STATE DEPARTMENT OF MOTOR VEHICLES.** --

Any State department of motor vehicles that has a policy or practice of substantial noncompliance with this chapter shall be subject to a civil penalty imposed by the Attorney General of not more than \$5,000 a day for each substantial noncompliance.

**Section 2724. CIVIL ACTION**

(a) **CAUSE OF ACTION.** --

A person who knowingly obtains, discloses or uses personal information, from a motor vehicle record, for a purpose not permitted under this chapter shall be liable to the individual to whom the information pertains, who may bring a civil action in a United States district court.

(b) **REMEDIES.--**

The court may award --

- (1) actual damages, but not less than liquidated damages in the amount of \$2,500;
- (2) punitive damages upon proof of willful or reckless disregard of the law;
- (3) reasonable attorneys' fees or other litigation costs reasonably incurred; and
- (4) such other preliminary and equitable relief as the court determines to be appropriate.

**Section 2725. DEFINITIONS.**

IN THIS CHAPTER --

- (1) **'MOTOR VEHICLE RECORD'** means any record that pertains to a motor vehicle operator's permit, motor vehicle title, motor vehicle registration, or identification card issued by a department of motor vehicles;
- (2) **'PERSON'** means an individual, organization or entity, but does not include a State or agency thereof, and;
- (3) **'PERSONAL INFORMATION'** means information that identifies an individual, including an individual's:
  - photograph,
  - social security number,
  - driver identification number,
  - name,
  - address (but not 5-digit zip code),
  - telephone number, and
  - medical or disability information,

but does not include information on:

- vehicular accidents,
- driving violations, and
- driving status.'.

(b) **CLERICAL AMENDMENT.** -- The table of parts at the beginning of part I of title 18, United States Code, is amended by adding at the end the following new item:

"123. Prohibition on release and use of certain personal information from state motor vehicle records.....2271"

**Section 30003. EFFECTIVE DATE.**

The amendments made by section 30002 shall become effective on the date that is three years after the date of enactment of this Act.

After the effective date, if a state has implemented a procedure under section 2721 (b) (11) and (12) of title 18, United States Code, as added by section 2902, for prohibiting disclosures or uses of personal information, and the procedure otherwise meets the requirements of subsection (b) (11) and (12), the State shall be in compliance with subsection (b) (11) and (12) even if the procedure is not available to individuals until they renew their license, title, registration or identification card, so long as the State provides some other procedure for individuals to contact the State on their own initiative to prohibit such uses or disclosures.

Prior to the effective date, personal information covered by the amendment made by section 30002 may be released consistent with State law or practice.