

Driver Record Request Form Data Sharing Agreement – General Form

This **Data Sharing Agreement** (Agreement) is between the Washington State Department of Licensing (DOL), and the entity (Requestor) named on the Driver Record Request form (Form). By submitting this Form to DOL, Requestor acknowledges and agrees to the following:

1. **DEFINITIONS:** The following terms have the meanings set forth below:
 - **“Drive Record”** is a copy of a driving record that includes a history of violations, convictions, collisions, and departmental actions incurred by a driver over a period of time. It may not include the license original issue date.
 - **“Confidential Information”** means information that may be exempt from disclosure to the public or other unauthorized persons under state or federal statutes. Confidential Information includes, but is not limited to information that identifies an individual, including an individual’s photograph, social security number, name, address (but not the five-digit zip code), telephone number, medical or disability information, credit card information, driver license numbers, law enforcement records, and banking profiles.
 - **“Permissible Use”** means only those users authorized in this Agreement.
2. **GRANT OF LICENSE:** Subject to the terms and conditions of this Agreement, DOL agrees to grant Requestor with a limited non-transferable license to have access to selected Driver Records. At all times DOL remains the owner of all data contained in Driver Records provided under this Agreement.
3. **COMPENSATION:** Requestor will pay a non-refundable fifteen dollars (\$15.00) for each Driver Record, which Requestor will include when submitting the Form. If the established amount changes, Requestor will pay the updated amount as set by statute. In the event Requestor does not make timely full payment, the unpaid debt may be subject to applicable interest and fees and eventual collection practices as allowed by law. DOL may refuse to provide future Driver Records until Requestor is current with all payments.
4. **ACCESS REVIEW ON DRIVER RECORDS:** Requestor must actively monitor to ensure that all Driver Records are accessed or used only for official job responsibilities. Requestor must immediately bar the access to anyone who accesses or uses Driver Records outside of a Permissible Use specifically allowed for in this agreement.
5. **RELEASE OF INTEREST – EMPLOYERS AND VOLUNTARY ORGANIZATIONS:** If Requestor is requesting Driver Record(s) as an employee prospective employee, or volunteer, Requestor must first obtain a Release of Interest signed by: a) The employee, prospective employee, or prospective volunteer that authorizes the release of the Driver Record; and b) The employer or volunteer organization attesting that the information is necessary for employment purposes related to driving by the individual as a condition of employment or otherwise at the direction of the employer or the volunteer organization. If the employer, prospective employer, or volunteer organization authorizes an agent to obtain this information on their behalf, the use of the agent must be noted in the Release of Interest. For employer and prospective employer purposes, the Release of Interest must also note that any information contained in the Driver Record related to an adjudication that is subject to a court order sealing the juvenile record of an employee or prospective employee may not be used by the employer or prospective employer, or an agent authorized to obtain this information on their behalf, unless required by federal regulation or law. The employer or prospective employer must afford the employee or prospective employee an opportunity to demonstrate that an adjudication contained in the abstract is subject to a court order sealing the juvenile record. The Release of Interest must be signed by the employee, prospective employee, or volunteer organization before the Requestor requests the Driver Record. DOL may audit Requestor at any time to verify that all Release of Interests were executed prior to requesting such records, and that all necessary information was contained in the Release of Interests.
6. **SAFEGUARDING OF CONFIDENTIAL INFORMATION:** Driver Records provided pursuant to this Agreement include Confidential Information. Requestor acknowledges and agrees that it has a continuing obligation to comply with all federal and state laws, regulations, and security standards as enacted or revised over time, regarding, protection of Confidential Information, data security, electronic data interchange and restricted uses of such information. Requestor must maintain and support administrative, technical or physical methods used to monitor compliance with the Data Safeguards and Permissible Use(s) authorized in this Agreement across all Requestor business practices.
7. **SAFEGUARDING POLICIES AND PROCEDURES:** Requestor must maintain written policies and procedures to ensure Confidential Information is safeguarded and only used as authorized herein. At a minimum, the policies and procedures must include: a) limited access to only necessary personnel, b) view only access to Confidential Information, c) proper storage and handling of electronic and hard copy documents containing Confidential Information, and d) training requirements on the Permissible Use(s) to personnel with access to Confidential Information).
8. **PERMISSIBLE USE:** Driver Records may only be used for lawful actions authorized under RCW 46.52.130 (<http://app.leg.wa.gov/RCW/default.aspx?cite=46.52.130>), and as approved by DOL after reviewing Requestor’s Form. Any other use is strictly prohibited. This prohibition includes, without limitation, the use of a Driver Record for purposes of investigating, locating, or apprehending individuals for immigration related violations. Any entity receiving an Driver Record under the Permissible Uses listed under RCW 46.52.130 must use the Driver Record exclusively for its own purposes or as expressly permitted under RCW 46.52.130, and may not divulge any information contained in the Driver Record to a third party. A negligent violation of RCW 46.52.130 is a gross misdemeanor. Any intentional violation is a class C felony.
9. **DISPOSAL OF CONFIDENTIAL INFORMATION:** Requestor shall dispose of any Driver Record at any time when Requestor’s immediate use of that record is no longer needed.
10. **GOVERNANCE:** This Agreement is governed by the laws of the state of Washington and any applicable federal laws. Venue for any legal action arising out of this Agreement is the Thurston County Superior Court. In the event of an inconsistency in terms of this Agreement, or between the terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order: 1) Applicable federal and Washington State laws, and regulations; 2) Terms and conditions of this Agreement; and 3) The Requestor’s Form, which is incorporated herein.
11. **INDEPENDENT CAPACITY:** The scope of this Agreement maintains each Party’s independent status as a self-governed entity, and nothing herein may be deemed as allowing any employee or agent of one Party to be considered as the employee or agent of the other Party.
12. **INTEGRITY OF DATA:** DOL compiles its data based in part on the reporting of information from outside individuals and entities; DOL may not be held liable for any errors which occur in compilation of data.
13. **HOLD HARMLESS:** Requestor shall hold DOL harmless for any damages or claims arising from its own acts and/or omissions, which includes those acts or omissions of its employees and agents. For any matters concerning Data Security, safeguarding, and Permissible Use, Requestor will be held to a strict liability standard.
14. **RECORDS ACCESS AND INSPECTIONS:** Requestor, at the request of DOL, must provide, access to all records retained in connection with the receipt of Driver Records under this Agreement. Upon request, such records must be made available for audit, inspection, review, and/or copying at no additional cost to DOL. DOL has the right to audit Requestor at any time, at Requestor’s expense, to verify that Requestor is complying with all data security and permissible use requirements herein.
15. **SEVERABILITY:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
16. **WAIVER:** The omission of either Party to exercise its rights under this Agreement does not preclude that Party from subsequent exercising of such rights and does not constitute a waiver of any rights under this Agreement, unless stated as such in writing, and signed by an authorized representative of the Party.