

## MARYLAND STATE FORM INSTRUCTIONS

The following information will assist you in completing the form to access MVRs in this state. Please note the state will return the form if not filled out per the below instructions.

- Be sure to write your *Insurance Information Exchange* Account Number **on the upper right hand corner** of form.
- Fill in your **agency/company** name on the first blank line provided in the first paragraph.
- Fill in the day, month and year on the appropriate lines in the first paragraph.
- Fill in your **agency/company** name on **ALL** blank lines in paragraphs #1,3,4,5,6 and 7. **Note the name must be the same in all name blanks.**
- On second page please sign under the word **Purchaser** on the **right side of form**. Only a person who is authorized to execute contracts for your company should complete and sign this form. Please sign **in the presence of a witness**, and date the form on the line provided under your signature.

Since the state of Maryland will not accept the form when the signature is illegible, we request that **you also print your name under the word Purchaser.**

- The witness should then sign under “Witness” **on the left side of form** and date the form on the line provided. **Both dates must be the same.**

Mail or fax signed form to:

Insurance Information Exchange (iiX)  
Attn: Compliance  
1716 Briarcrest, Suite 200  
Bryan, TX 77802

Fax: (201) 748-1019

**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 \_\_\_\_\_, 20\_\_\_\_, 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.

Witness:  
\_\_\_\_\_

Maryland Department of Transportation  
Motor Vehicle Administration  
By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness:  
\_\_\_\_\_

Purchaser  
By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Assistant Attorney General

Date: \_\_\_\_\_