

The Federal Driver's Privacy Protection Act (DPPA) (18 USC. Sec. 2721 et seq.) regulates the access, disclosure, and dissemination of personal information contained in motor vehicle records maintained by DMV. DPPA, Section 2721 (b)(14) permits Article 19-A Motor Carriers to gain access to their drivers' records for the sole purpose complying with state and federal laws governing the carrier's obligation to protect public safety.

By submitting this application to participate in the Accident and Conviction Notification Program, the undersigned Motor Carrier acknowledges and certifies as follows:

1. The Motor Carrier will only request and use information provided by DMV as specifically authorized under federal and NYS laws, where the requested information is related to the operation of the carrier's drivers' motor vehicle records or public safety (DPPA 2721 (b)(14); VTL, Article 19-A - Special requirements for Bus Drivers); the carrier will advise its pertinent personnel of their obligations thereunder, and will ensure that personal information provided by DMV is not accessed, used or disseminated for unauthorized purposes.
2. Information which is provided electronically to the Motor Carrier is also subject to the **New York State Information Security Breach and Notification Act (ISBNA)** (G.B.L. §899-aa; State Technology Law, §208). DMV is required to notify individuals if their records are accessed for unauthorized purposes. The Motor Carrier must report suspected or confirmed violations of the DPPA or ISBNA to the DMV Information Security Office, within one (1) business day of discovering any such violation, by email to InformationSecurity@dmv.ny.gov, or by telephone at (518) 402-2676. The Motor Carrier shall be responsible for all costs associated with providing notices required under the ISBNA.
3. The Motor Carrier must keep, for a period of 5 years, records identifying each person or entity that receives personal information from DMV, and the date, time and purpose for which the information was used and accessed. The Motor Carrier will cooperate with any audit of such records by DMV or the State. The Motor Carrier must make such records available to DMV for audit purposes. If the Motor Carrier does not have an office location in New York State, it must forward to DMV all records requested, at the time, place and location designated by DMV. The Motor Carrier must promptly notify the DMV in writing of any change of its name, or the physical address where the pertinent records will be maintained.
4. The State shall not be responsible for any omissions or errors in the information furnished to the Motor Carrier by DMV.
5. The Motor Carrier shall indemnify, keep and hold harmless the State of New York, its agents, officials and employees from any and all claims for injury or damage to person or property, deaths, losses, damages, suits arising out of the negligent, improper, or unauthorized use or dissemination by the Motor Carrier, its officers, employees or agents of personal information provided by DMV.
6. In the event of any suspected or confirmed breach of the security of personal information provided by DMV, DMV reserves the right and sole discretion to suspend or terminate the Motor Carrier's access to personal information from motor vehicle records maintained by DMV.

THE UNDERSIGNED MOTOR CARRIER CERTIFIES UNDER PENALTY OF PERJURY THAT IT HAS READ AND UNDERSTOOD THE FOREGOING AND THAT ALL INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND ACCURATE.

Carrier's Name: _____,
by its duly authorized representative (Owner/General Partner/duly authorized Corporate Office/LLC Managing Member/School Superintendent)

Representative's Name (Sign) ▶ _____

Print Name: _____

Title: _____ **Date (mm/dd/yyyy):** _____

NOTARY ACKNOWLEDGEMENT:

STATE OF NEW YORK)
) ss:
COUNTY OF _____)

On the _____ day of _____, in the year 20 _____, before me personally came _____, to me known who, being by me duly sworn, did depose and say that s/he resides in _____ (county, state); that s/he is the _____ (e.g., president, officer, director, managing member, attorney in-fact) and duly authorized representative of _____, the business entity (principal) described in and which executed the above instrument; and that s/he signed his/her name thereto on behalf of said business entity (principal), and within the scope of his/her authority to bind said principal to the terms of the foregoing Agreement.

Notary Public