

**USER AGREEMENT**  
**DRIVER LICENSE IMAGE RETRIEVAL SYSTEM**

This document constitutes an agreement (User Agreement) between the Texas Department of Public Safety (Department), which is the state administrator of the Texas Driver License Image File, and a criminal justice or law enforcement agency, (User Agency).

USER AGENCY \_\_\_\_\_

ADDRESS \_\_\_\_\_

This agreement is made pursuant to Chapter 791 (Interlocal Cooperation Act) or Chapter 771 (Interagency Cooperation Act).

This User Agreement sets forth duties and responsibilities for both the Department and the User Agency.

The Department agrees to maintain, operate and oversee the Driver License Image Retrieval System (System) on a 24-hour basis to provide driver record information including name, driver license or identification certificate number, address, date of birth, and the associated digital image. The driver record information is personal information protected under the federal Driver Privacy Protection Act of 1994, as amended, 18 USC §2721 et seq., and the Motor Vehicle Disclosure Act of Texas, Tex Trans Code §730.

The Department may restrict the type and scope of data provided to the User Agency. The Department may limit access to this system. The User Agency must limit System inquiries to only those of significant importance. If the Department determines that the User Agency is making excessive System inquiries, the Department may request the User Agency to limit its System inquiries to a certain number. Failure to respond by the User Agency to reducing the number of inquiries to this System may result in the cancellation of this agreement.

The User Agency agrees to abide by all laws of the United States and the State of Texas, all access and security provisions of this User Agreement and all Departmental rules, policies and procedures regarding the processing, retrieval, dissemination and exchange of System information, including the digital image.

If the User Agency provides personal information, including a digital image, from the System record to a third party criminal justice or law enforcement agency, which is not operating under a User Agreement, the User Agency must verify that the third party agency agrees to abide by the same laws, access and security provisions, and all rules, policies and procedures made applicable to the User Agency by this Agreement. The User Agency agrees to control further dissemination of the information obtained from the Department under this Agreement.

The User Agency agrees to provide the Department, in the format required by the Department, the information necessary to establish System access by the User Agency's authorized operators. The Department agrees to establish access for each authorized operator in a timely fashion. The Department may limit the number of authorized operators and the number of authorized operators to which it establishes access during a given time period to accommodate access from multiple user agencies.

The User Agency agrees to notify the Department within five days of each change in employment status for an authorized operator with System access. Failure to make such notification could lead to termination of the User Agency's agreement and the loss of access to this system.

The User Agency agrees to inform each authorized operator of laws, rules, policies and procedures that govern the System. Any violation of the provisions of this agreement by one or more authorized operator may result in the termination of this agreement and the loss of access to this system by the User Agency.

The User Agency agrees to pay all costs associated with the operation of its interface with the System and to acquire, establish, and maintain the hardware and software necessary to support System.

The Department may immediately suspend System access to the User Agency if the agency or an authorized operator materially violates a law, rule, policy or procedure applicable to this Agreement. The Department may reinstate System access to the User Agency or authorized operator upon satisfactory assurance of adequate corrective action. The User Agency agrees to pay all costs to reconnect System access.

The User Agency agrees to maintain records regarding the use and dissemination of System information and provide such records to the Department upon request. The User Agency agrees to allow the Department to inspect and audit the equipment, records, and operations of the User Agency and each authorized operator necessary to determine compliance with this Agreement. Upon request the User Agency agrees to provide the Department a current listing of all authorized operators.

The User Agency agrees that the Department retains ownership of each System record, including the digital image. The User Agency understands that the Department may, without notice to the User Agency, change the contents or format of a System record, information, or data.

The User Agency agrees to receive System records, information, and data without the Department making any representation or warranty as to the accuracy of record, information, or data.

The User Agency understands and agrees that the Department expressly disclaims responsibility for failure to deliver records or information in a timely manner a System record, information, or data and that such failure or delay may occur due to staff shortages, failures of appropriations, breakdowns of equipment, compliance with statutory changes, acts of authority exercised by a public official, acts of God, or other circumstances. The User Agency understands and agrees that the Department has no responsibility or liability to the User Agency for undelivered records or delayed System records, information, and data.

The Department or the User Agency may discontinue service by terminating this Agreement.

The User Agency, to the extent authorized by law, agrees to indemnify and save harmless the Department, its Director, and each member or employee from and against any and all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment or any cause of action whatsoever, arising out of or involving any negligence on the part of the User Agency or its employees in the exercise of this Agreement.

The User Agency agrees to mail all correspondence to the Department regarding this Agreement to the following address:

Texas Department of Public Safety  
License Issuance Bureau  
P.O. Box 4087  
Austin, Texas 78773-0360  
(512) 424-2009

The Department agrees to mail all correspondence to the User Agency regarding this Agreement to the following address and contact person designated by the User Agency to receive all correspondence regarding this Agreement. The User Agency agrees to notify the Department within 10 days of any change in the following contact information:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email Address \_\_\_\_\_  
TLETS/NLETS ORI \_\_\_\_\_

This Agreement shall automatically renew on a yearly basis unless otherwise terminated under this paragraph. Either party may terminate this Agreement upon written notice to the other party. The party must transmit the notice to the contact person designated in this Agreement. The notice is effective upon receipt or three days after deposit in the United States mail, whichever occurs first.

This Agreement will become effective on the date the Assistant Director of the Department signs the agreement.

In WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by the proper officers and officials.

TEXAS DEPARTMENT OF PUBLIC SAFETY

USER AGENCY

By D. McEathun

By \_\_\_\_\_

Title Assistant Director

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_