



State of Texas
Department of Motor Vehicles
Electronic Lien and Title Program
Service Level Agreement

1. This Agreement is between the Texas Department of Motor Vehicles, hereinafter referred to as “the department,” a state agency, and _____, a financial institution, its parent and their affiliated companies located at _____, hereinafter referred to as the Financial Institution.

A Financial Institution may employ a Service Bureau or Software Provider, hereinafter referred to as the “Provider,” for the performance of this Agreement. The Financial Institution hereby notifies the department that it has an agreement with _____, located at _____.

The Financial Institution hereby notifies the department that it does not have an agreement with a Provider by initialing here: _____.

2. The Financial Institution must notify the department within seven (7) business days if its agreement with the Provider is terminated. Notification must be in writing or electronically to the address stated in this agreement. Promptly upon such notification, the department shall terminate Provider’s access to Financial Institution’s records.

3. The purpose of this Agreement is to establish parameters for the department’s Electronic Lien and Title program, hereinafter referred to as ELT whereby notification of a lien in favor of the Financial Institution will be sent electronically by the department, thus avoiding the issuance of a paper title. All parties agree that the successful outcome of this process is of economic benefit to all parties and therefore agree to be bound by the terms and conditions set forth herein. Upon the execution of this Agreement by all parties, any oral understandings between the parties which are not incorporated herein shall be considered null and void.

4. This Agreement shall become effective on the date of execution by all parties and shall continue in full force until modified, amended or terminated.

5. This Agreement includes all terms and conditions made between the department and the Financial Institution for this process, and except as otherwise provided in paragraph six (6) of this Agreement, any amendment or modification to this Agreement shall be in writing duly executed by each party's authorized official, which shall become effective at a time mutually agreed upon by the parties.

6. Notwithstanding any provision of this Agreement to the contrary, this Agreement is subject to any restrictions, limitations or conditions enacted by the Texas Legislature which may affect any or all terms or provisions of this Agreement in any manner. The department will advise the Financial Institution of any such actions taken by the Texas Legislature. The Financial Institution agrees that, upon notification from the department, any such restrictions, limitations or conditions enacted by the Texas Legislature constitute a modification or amendment to this Agreement even though they were not put in writing and duly executed by each party's authorized official as required in paragraph five (5) of this Agreement. The Financial Institution may immediately terminate this Agreement shall it determine it cannot comply with the modification or amendment to this agreement.

7. This Agreement is subject to the right of all parties to terminate the Agreement at any time without cause, except as set out in paragraph (six) 6, by giving the other party at least thirty (30) days prior notification of such termination. Notice is effective from the date delivered to or, if served by mail, five (5) days from the date of mailing. Termination initiated by the Financial Institution or Provider may be electronically to the following e-mail address: VTR_e-titles@txdmv.gov or in writing and delivered to or sent to:

Attn: Technology Support
Texas Department of Motor Vehicles
Vehicle Titles and Registration Division
Austin, Texas 78731

Updates to this contact information will be provided in writing, with not less than 30 days advance notice, to the address provided below.

Termination initiated by the department must be directed to the attention of:

Financial Institution

(Written or electronic notice must be immediately provided to the department if any changes occur to the Financial Institution's notification address.)

8. This Agreement is not assignable either in whole or in part, without the written consent of the department.

9. The Financial Institution agrees that this agreement is subject to the Motor Vehicle Records Disclosure Act, Transportation Code, Chapter 730, and the Driver's Privacy Protection Act, 18 U.S.C. Sec. 2721 et seq., hereinafter referred to as the "Acts", that all personal and vehicle information which would be considered privileged under the Acts, and is contained in any information forwarded to the Financial Institution under this Agreement, shall not be released by the Financial Institution to any individual or entity who would not otherwise have access to such information under the Acts. Any release of such information by the Financial Institution to any unauthorized individual or entity in violation of the Acts, will result in the department terminating this Agreement and the Financial Institution shall hold the department harmless for any resulting damage or losses. Notwithstanding any other time limits set forth in paragraph seven (7) above, the department may terminate this Agreement for such unauthorized use or disclosure by written notice to the Financial Institution, such notice to be effective upon mailing or facsimile (FAX) transmission by the department.

In addition, the Financial Institution agrees to require its Provider to establish a Motor Vehicle Inquiry Account that allows for remote electronic access, through the internet via a secure website, to motor vehicle title and registration records. To establish a Motor Vehicle Inquiry Account, the Provider must enter into a written service agreement (Motor Vehicle Inquiry Service Contract for Accessing Texas Motor Vehicle Records) with the department.

10. The Financial Institution agrees to contact the department's Technology Help Desk center at (512) 302-2020, within seven (7) calendar days of receiving information that the department has sent, by electronic or any other means, of data or ELT records intended to be sent to another entity. Notwithstanding any other time limits set forth in paragraph seven (7) above, the department may terminate this Agreement for failure to report such errors to the department by written notice to the Financial Institution, such notice to be effective upon written or electronic notification by the department.

11. The Financial Institution may use the ELT program to complete the following transactions:

- a. Release of lien from lienholder to the owner.
- b. Send error messages.
- c. Release of lien from lienholder to a third party address.
- d. Other ELT transactions may be included based on revisions to the department ELT specifications.

12. The transmission of on-line file transfer to the Financial Institution or Provider by the department and to the department by Financial Institution or Provider will be accomplished utilizing a secure ftp mailbox.

13. All costs incurred by the Financial Institution to participate in the ELT will be the responsibility of the Financial Institution.

14. Each business day, after the close of business, the department will produce and send electronically to the Financial Institution's Provider, data consisting of lien notifications entered onto the department customer record files that same day. In response, the Financial Institution shall require its Provider to match lien notifications to its files and send an electronically acknowledgment within three (3) business days of the lien notification from the ELT file.

15. If the Financial Institution desires to convert existing electronic titles with liens to paper titles, the Financial Institution shall submit the request to the department.

16. Until the Certificate of Title is printed by the department at the request of the Financial Institution, all information and data that is currently required by Sec.501.021 of the Transportation Code will be transferred by the department to the Provider's electronic mailbox, and if Provider is terminated by Financial Institution, then upon notice by Financial Institution pursuant to Section 2, to Financial Institution's new provider or if none, then to Financial Institution. This transfer of information will be considered by the parties to be a delivery of an electronic title. The Financial Institution will retain that information or any other information held about the lienholder which may then be configured in any electronic format as the Financial Institution may deem appropriate to fit within its system.

17. Once the lien has been satisfied, the Financial Institution shall comply with Sec. 501.115, Transportation Code, by notifying both the owner and the department of the discharge of the lien. Upon notification the department will remove all lienholder information from the electronic title record. The title will remain an electronic title until the owner requests a printed title.

18. If the department decides to terminate the ELT process, all ELT records of ownership shall have a paper title produced and delivered or mailed to the Financial Institution at no cost to the Financial Institution.

19. The Financial Institution shall indemnify and hold harmless the department and its officers, agents and employees from any and all claims, actions, damages or losses which may be brought or alleged against the department, its officers, agents or employees, for unauthorized disclosure of information, errors or omissions, or delays, or

from equipment, software or communication failures which result solely from the actions of such party under this Agreement.

20. The Financial Institution agrees to comply with the department's Electronic Lien Titles Technical Specification document that describes all technical aspects for the electronic transmission of data between the Financial Institution, its Provider, and the department.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THE AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED OFFICIALS AS OF THE DATES NOTED BELOW

Executive Director, Texas Department of Motor Vehicles Date

FINANCIAL INSTITUTION

Financial Institution

Authorized Representative (*print name and title*)

Authorized Representative (*signature*)

Date

Federal Employer Identification Number

Financial Institution's Street/City Address of Principal Place of Business

Telephone Number

Financial Institution's Email Address

Provider Information

Provider Name

Authorized Representative (*print name and title*)

Authorized Representative (*signature*)

Date

Provider's Street/City Address of Principal Place of Business

Telephone Number

Provider's Email Address