



**American Association of
Motor Vehicle Administrators**

Digital Image Access and Exchange Participation Agreement

May 11th, 2007

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DIGITAL IMAGE ACCESS AND EXCHANGE PARTICIPATION AGREEMENT

1. Statement of Purpose of the Digital Image Exchange Project and Scope of Agreement

The chief Administrators of official motor vehicle agencies in several states have joined in a Project to be administered by the American Association of Motor Vehicle Administrators (AAMVA), to deter license fraud and identity theft by any person seeking to transfer the privilege to obtain and to hold a motor vehicle operator's license from a former state of residence to a new state of residence. The Project is also intended to enable jurisdictions to begin implementation of certain provisions of the Real ID Act or other, similar requirements imposed by federal law to enhance the security of state-issued motor vehicle operator's licenses.

In furtherance of these purposes, this Agreement is made and entered into by and between the DEPARTMENT OF TRANSPORTATION of the State of HAWAII, acting herein by BRENNON T. MORIOKA, its DIRECTOR, duly authorized, and the American Association of Motor Vehicle Administrators (AAMVA), acting herein by Reed Rusniak, its Project Administrator, duly authorized, for the purpose of facilitating the Project for jurisdictional members of AAMVA to provide and to obtain access to electronic, digital images of the holders of driver's licenses. Such digital images are captured and maintained on file by each of the members that are electing to participate in the Project, and each such member has entered into a substantially identical agreement with AAMVA. By entering into this Agreement, the DEPARTMENT OF TRANSPORTATION represents that it (1) has the legal authority to participate in the Project, (2) has the legal authority to take all actions necessary to comply fully with all of the terms and conditions of this Agreement, and (3) intends to work cooperatively and to communicate directly with each of the other participating members, to the extent necessary to administer the Agreement and to accomplish the purposes of the Project.

2. Basic Design of Program

(a) The Project will utilize available secure technology to allow a driver licensing official in the applicant's new state of residence (**State of Inquiry, or SOI**) to electronically request and temporarily access the applicant's digital image and certain personal, identifying information, as allowed by the Federal Driver Privacy Protection Act, 18 U.S.C. § 2721, et seq., regarding the applicant from the state of former residence (**State of Record, or SOR**). The temporary access to such digital image and other information is intended to help to ensure that the applicant claiming to have a valid license from the former state of residence is the individual who holds a license issued by that other state, and is not fraudulently using the personal identification information of another individual, or is not presenting a counterfeit license purporting to have been issued by the other state. The information transmitted will also disclose if an existing license is suspended or revoked. If the record maintained by the SOR contains information indicating the data subject is deceased it shall also transmit that information to the SOI.

(b) AAMVA agrees that, unless expressly requested and permitted by DEPARTMENT OF TRANSPORTATION, no employee or agent of AAMVA will have access to any digital image or any other personal information from an official motor

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vehicle record that is being exchanged in accordance with the provisions of the Agreement.

3. Compliance with Terms of the Agreement

The Administrator whose jurisdiction is engaged in the Project agrees that its employees, agents and contractors shall be made subject to and bound by the terms of this Agreement. The Administrator further agrees that it shall provide necessary and reasonable methods, controls and procedures to ensure compliance. The AAMVA Project Administrator will maintain and will make available to all AAMVA member jurisdictions the current list of all jurisdictions participating in the Project. If a jurisdiction fails to substantially comply with any term or condition of the Agreement, then the AAMVA Project Administrator, acting with the approval of a majority of the other participating jurisdictions, may terminate the Agreement with such jurisdiction and notify such jurisdiction that it is no longer entitled to participate in the Project. Such termination shall be effective on the date set forth in the notice.

4. Continuing Responsibility to Protect Personal Information

(a) The Administrator is mindful of his or her role in the Project as a guardian of the "personal" and "highly restricted personal information" (hereinafter "personal information") of individual licensees entrusted to his or her agency and agree that such personal information is subject to prohibitions, restrictions and conditions concerning authorized use and disclosure imposed by federal law, pursuant to the provisions of the **Federal Driver Privacy Protection Act (DPPA)**, 18 USC § 2721 et seq. The Administrator also acknowledges his or her responsibility to maintain compliance with similar, applicable laws respecting privacy and security protection that is in effect in his or her jurisdiction. The parties agree that the exchange of "personal information" between driver licensing authorities to deter license fraud and help prevent identity theft is authorized by the provisions of 18 USC § 2721(b)(1) to the extent that the licensing authorities are sharing and exchanging such information to carry out their governmental functions.

(b) The Administrator agrees that all of the other participating Administrators are entitled to expect that the digital image and personal information that is conveyed in an electronic transmission to another participating state will be protected from disclosure by that receiving state to at least the degree of protection afforded by the DPPA.

(c) To the extent permitted by law, the Administrator further agrees that he or she shall provide at least the standard of security and protection from disclosure and unauthorized use for digital images and personal information as required by the law of the jurisdiction from which the image was received. With reference to each participating jurisdiction that makes a request for a digital image and its accompanying, personal information, the Administrator of the jurisdiction that is acting as the SOI shall furnish a copy or summary of its relevant laws, to the extent that such laws impose different standards or requirements than the DPPA.

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5. Proper Use and Safeguarding of Images and Personal Information Acquired as SOI

(a) The Administrator shall ensure that a digital image and the personal information received therewith in an electronic transmission from a participating state is used solely by the motor vehicle agency (or the agency of which it is a part) and only for the purposes identified in this Agreement. Therefore, the Administrator agrees that no portion of the information received may be accessed by or disclosed to any other person, agency or public or private organization, nor shall the Administrator permit any use of an image or personal information acquired in the jurisdiction's capacity as an SOI that is not expressly authorized by the terms of this Agreement.

(b) A digital image and its accompanying personal information as received from an SOR shall not be separated by the SOI for display or storage purposes but shall remain together so that the image is clearly connected to the accompanying personal information and so that the SOR, which transmitted the information, can be clearly identified.

(c) The SOI may not download, format, print or otherwise use a received digital image and/or the personal information accompanying it for any purpose other than the visual identification of a license applicant. As used herein, "visual identification" may include the use of facial recognition technology.

(d) An SOI shall not use a digital image acquired from an SOR as an image on its own manufactured license nor shall it resize or reconfigure the digital image in any manner to alter the appearance of the depicted individual.

6. Limited Law Enforcement Use

The Administrator agrees to provide a briefing for the law enforcement agencies and officers in its jurisdiction engaged in detecting and prosecuting license fraud and related violations. The briefing shall include a description of the nature of this Agreement and its limitations. A digital image and personal information received from an SOR may be used for purposes of investigation and prosecution of any individual who is reasonably believed to have fraudulently attempted to obtain a license by using the personal information of another individual whose image and/or personal information has been received from the SOR, or who is reasonably believed to have engaged in acts or conduct of a similar nature that constitute a violation of law. Except as may be required by law, the Administrator shall not permit a digital image or personal information obtained from an SOR to be accessed or used by a law enforcement agency or personnel of such an agency for any other purpose.

7. Digital Image & Personal Information to Remain Property of SOR

(a) The Administrator agrees that any digital image and the personal information conveyed therewith that is transmitted, in whatever form, to another participating state, shall not be downloaded into a general database of the SOI.

(b) When the SOI has received the image and personal information from the SOR and is satisfied that the applicant is the same individual, the SOI shall cause the image

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and personal information of the received record, in whatever format it may be in or may have been converted to, to be safely and securely discarded, unless the SOI is required by law to retain such image and personal information. If a retention schedule is applicable, the SOI shall discard such image and personal information as soon as the retention schedule authorizes such action

(c) If the SOI is not satisfied that the applicant is the same individual whose image and personal information has been received from the SOR, it may retain the image and personal information in a secure, temporary file until such time as the SOI either confirms the identity of the applicant or refers the file to the appropriate person or agency for further investigation. If identity is confirmed, and except as provided in subparagraph (d) of this section, the image and information shall be disposed of as required by the provisions of subparagraph (b) of this paragraph.

(d) The Administrator of an SOI who has reason to believe that a license applicant in the SOI is using the image and/or personal information from the record of another individual as received from the SOR shall promptly refer the matter to the appropriate law enforcement agency or official in the SOI. If investigation and/or prosecution are pursued, the image and personal information may be shared with such investigating and /or prosecuting law enforcement agencies and officials, consistent with the limitations concerning use imposed by the provisions of paragraph 6, above.

8. Responsibility for Notifying Individual who is the Subject of Fraud or Misrepresentation

The Administrator, when acting in the capacity of SOR, agrees to assume the responsibility to promptly notify each individual whose digital image and/or personal information has been improperly used by an applicant in another participating jurisdiction to obtain or attempt to obtain a driver's license, or for any other unlawful purpose that is known to the Administrator.

The Administrator of the SOR shall provide sufficient information to the individual who is a victim or apparent victim of fraud or identity theft to allow such person to identify and contact the agency or agencies that have charge of the investigation and/or prosecution of the matter.

The Administrator of the SOR shall advise the individual to whom the record relates to contact all major credit bureaus to obtain such person's own credit reports to determine if credit has been wrongfully obtained using such person's personal information.

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9. *Public Notice of Project*

The Administrator agrees to make public disclosure of his or her participation in the Project on its website and/or in other appropriate media, and shall describe and explain that the goal of the Project is to deter license fraud and identity theft.

ACKNOWLEDGED AND AGREED

On behalf of the State of HAWAII as a participant in this *Agreement to Share Digital Images*, I agree to be bound by and to honor the terms of this agreement, provided that any information provided by the State of Hawaii shall be subject to the requirements of part VIII (Traffic Records) of chapter 286 of the Hawaii Revised Statutes and chapter 19-121 of the Hawaii Administrative Rules.

Signature:  _____

Printed Name: BRENNON T. MORIOKA

Title: DIRECTOR OF TRANSPORTATION

Date:

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ACCEPTED: 
Signature: _____
(AAMVA Project Administrator)

Printed Name: Reed Rusnik

Date of Acceptance: 1/28/09