



INFORMATION SECURITY AND DISCLOSURE STATEMENT FIRM

FIRM NAME

FIRM ADDRESS

TELEPHONE NUMBER

The California Department of Motor Vehicles (CADMV) collects confidential and personal information from the public to administer the various programs for which it has responsibility. This information is maintained according to provisions of various state and federal laws and regulations including the Information Practices Act, the Public Records Act, the California Vehicle Code, and the State Administrative Manual. The CADMV is committed to protect this information from unauthorized access, use, or disclosure. Policies pertaining to the DMV information are as follows:

I have read and I understand the following provisions of California Vehicle Code Section 1808.47:

“Any person who has access to confidential or restricted information from the department shall establish procedures to protect the confidentiality of those records.”

Pursuant to the above, I understand the following are my responsibilities:

1. To protect the confidentiality of any residence address information provided to me by and on behalf of CADMV.
2. As an authorized representative and/or corporate officer of the firm named above, I warrant that my firm and its employees will not disclose or alter any documents, diagrams, information, or information storage media made available to us by the CADMV. Any information copied (electronically, physically or otherwise) shall be for the sole purpose of adhering to the attached agreement. I warrant that only those employees who are required to use such materials will have access and authorization to them. Prior to receiving authorization as a CADMV information user, I will require each employee, whom I authorize to have access to CADMV data, to immediately and annually read and sign an “Information Security and Disclosure Statement Public/Private Partnerships (Employee),” EXEC 200X. One copy will be kept by the employee, the original kept by our management.
3. I warrant that my firm and its employees will access and use the information provided to me by the CADMV solely for the purpose specified in the attached Agreement. I warrant my firm and its employees will not access or use CADMV information for personal reasons. (An example of inappropriate access or misuse of CADMV information is memorizing or copying a residence address from a CADMV document or electronic record for any reason that is not related to job responsibilities.)
4. I warrant that my firm and its employees will not, in any way, distribute, sell, or alter the information provided by the CADMV.
5. I warrant my firm and its employees will not deliberately perform unauthorized additions, alterations, or deletions to existing data, or enter false or incomplete data on any CADMV document or computer data file.

6. Once the functions specified in the Agreement have been performed, I warrant that my firm and its employees as directed by the CADMV will physically destroy or electronically erase (degauss) the medium containing any CADMV information.
7. I warrant my firm and its employees shall provide secure storage and accountability for all CADMV information and copies of information.
8. I warrant that my firm and its employees shall take precautions to create a secure password. A secure password is one that cannot be associated with the firm, its employees or their interests. Passwords are not to be revealed to any person or firm, nor recorded on any document. If there is reason to believe anyone has determined the nature of a password, that password shall immediately be changed.
9. I warrant that my firm and its employees shall take reasonable precautions to protect terminals, equipment, and systems from unauthorized access. Reasonable precautions include, but are not limited to: not leaving unattended terminals logged on to a system accessing CADMV data; storing user instructions or manuals in a secure place; moving documents to be destroyed to a secure and confidential area pending destruction; not removing documents from the firm's premises; reporting any suspicious circumstances or unauthorized individuals observed in the work area.
10. I understand and acknowledge that it is a public offense to knowingly and without permission alter, damage, delete, destroy, copy, or otherwise use any CADMV data. Such action may result in civil or criminal prosecution, and is punishable by fine and imprisonment.
11. Federal Law states:

"Any person who knowingly obtains, discloses, or uses personal information from a motor vehicle record for a purpose not permitted under the Driver's Privacy Protection Act (Title 18 of the United States Code, Section 2721 - 2725), shall be liable to the individual to whom the information pertains, who may bring a civil action in a United States district court. The court may award:

- *actual damages, but not less than liquidated damages in the amount of \$2,500;*
- *punitive damages upon proof of willful or reckless disregard of the law;*
- *reasonable attorney's fees and other litigation costs reasonably incurred; and*
- *such other preliminary and equitable relief as the court determines to be appropriate."*

I certify under penalty of perjury, under Federal rules and regulations and the laws of the State of California, that the above statements are true and correct. I have read and understand the security policies stated above and have received a copy of them.

Executed at: _____ CITY COUNTY STATE

SIGNATURE OF AUTHORIZED FIRM REPRESENTATIVE DATE

PRINTED NAME AND TITLE OF SIGNATORY

PRINTED NAME OF FIRM: