

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 17th day of June, 2013, by and between the Indiana Department of Revenue ("IDR") and the United States Unified Carrier Registration Board of Directors ("UCR Board"), regarding the development, management, operation, and hosting of an IDR Unified Carrier Registration System accessible to other states and registrants (those persons that register for Unified Carrier Registration). The Unified Carrier Registration System's functionality will include registration functionality regarding the collection and distribution of funds collected by IDR on behalf of Unified Carrier Registration states. This agreement will govern the relationship between UCR Board and IDR for operation and access to the IDR-developed Unified Carrier Registration System.

WITNESSETH:

WHEREAS, the UCR Board has monitoring responsibilities of the Unified Carrier Registration ("UCR") Agreement among states; and

WHEREAS, IDR, pursuant to Ind. Code § 6-8.1-4-4, operates a Registration Center ("Center") to service motor carriers and the owners of commercial motor vehicles, and the Center operates under the supervision of IDR through the Motor Carrier Services Division ("MCSD"); and

WHEREAS, IDR operates the Unified Carrier Registration System ("UCR System," or "System"), a comprehensive, one-stop web site for UCR information and transaction services, and through which electronic interface and Internet content development services and transactions are developed for carriers, brokers, freight forwarders, and leasing companies; and

WHEREAS, the UCR Board desires that IDR's UCR System be improved and enhanced.

NOW THEREFORE, this MOU is entered into between IDR and UCR Board to further accomplish the mutual aims of both parties, upon the following terms and conditions:

1. Prior Agreements.

- 1.1 The UCR Board and IDR had previously entered into a "Memorandum of Understanding" ("2008 MOU") signed on August 20, 2007 by the UCR Board and on January 7, 2008 by IDR.
- 1.2 This Memorandum of Understanding terminates, replaces, and supersedes the 2008 MOU.

2. IDR Duties.

- 2.1 IDR will, on behalf of UCR Board, operate and provide access to the Indiana-developed UCR System for other states and registrants under the following payment terms and conditions:
 - 2.1.1 IDR will charge and collect \$3.00 for each Unified Carrier Registration transaction completed through the System. The exception to this fee charge will be the usage of the System by states' employees for entry of Unified Carrier Registration transactions.
 - 2.1.2 IDR and the UCR Board agree to review transaction trends during the ninth (9th) month of each year of this agreement for the purpose of establishing a transaction fee level for each successive year.
 - 2.1.3 Each registrant registering under the Unified Carrier Registration shall pay a credit card instant access fee or an electronic check ("eCheck") instant access fee as provided under this section.
 - 2.1.4 IDR agrees to accept the following credit cards for payment of Unified Carrier Registration transactions: MasterCard and Visa.
- 2.2 IDR System Requirements.
 - 2.2.1 IDR agrees to maintain accurate records pertaining to these Unified Carrier Registration transactions, and to reconcile the transactions on a monthly basis. IDR shall distribute funds to the states collected on their behalf every thirty (30) days.
 - 2.2.2 IDR agrees to setup a separate operational environment for the UCR System; and make it available as close to 24-hour, seven-days-a-week, access as reasonably possible (except for maintenance periods).
 - 2.2.3 IDR will manage returned eCheck "processing avoidance" by holding distribution for financial clearing of all deposited checks received through the System application.
 - 2.2.4 IDR will notify states of the returned eCheck for collection. IDR deems the collection of returned "bad" checks the responsibility of the state which received the check and IDR will hold returned check amounts from monthly distribution to the state of the returned eCheck(s) from payments received for that state.
 - 2.2.5 IDR will not customize the UCR System for any individual state.
 - 2.2.6 IDR will provide reporting and account inquiry at the state level for all states.

- 2.2.7 IDR will provide real-time views by states and self-service capabilities for all users.
- 2.3 IDR will develop and maintain the Depository Reporting System in the UCR System. IDR will capture monthly payment transactions, generating reports based on those transactions, which will allow the UCR Board to know whether money is owed a state or whether a state owes money, and to acknowledge revenues.
- 2.4 Reporting Requirements.
 - 2.4.1 IDR will generate reports for the purpose of enhancing compliance. The reports will include, but are not limited to, the following:
 - 2.4.1.1 Registered report
 - 2.4.1.2 Unregistered report
 - 2.4.1.3 New Entrant Solicitation Report
 - 2.4.2 An e-mailing function will be utilized to send out e-mail “blasts” to carriers, etc. that have not paid, and to send out renewals.
 - 2.4.3 The reports and UCR statistics will be available for execution on a daily, weekly, and monthly basis.
 - 2.4.4 Reports will be available in an Excel spreadsheet format, or another format if required or if another technology becomes the preferred format.
- 2.5 IDR will act promptly on all requests from the UCR Board. Indiana only needs to act on requests submitted from the Board Chairman through the UCR Systems Subcommittee Chairman.
- 2.6 IDR will ensure that it will have the resources available on an ongoing and continuous basis to address requests by the UCR Board for improvements or information.
- 2.7 IDR will provide the UCR Board with timetables for all requested improvements and/or information.

3. UCR Board Duties.

- 3.1 Requests will be presented through the UCR Systems Subcommittee Chairman to IDR’s Chief Information Officer, ITD.
- 3.2 The UCR Systems Subcommittee Chairman will work closely with IDR to ensure that all requirements are clear and straightforward.

- 3.3 The UCR Board will accept reasonable timeframes for completion of all requests.
- 3.4 The UCR Board understands that as part of this MOU, IDR will move the UCR Depository reporting function, but not the Depository banking function, to the state of Indiana, IDR.

4. Term.

- 4.1 This MOU shall start on the date of the last signature to the MOU, and shall remain in effect for a period of five (5) years after the start date.
- 4.2 This MOU serves to terminate and replace the MOU entered into by the UCR Board and IDR on January 7, 2008.
- 4.3 The UCR Board or IDR may terminate this MOU at any time and for any reason. The UCR Board or IDR may terminate the services by delivering a "Termination Notice" to the other party at least ninety (90) days prior to the termination's effective date, and specifying the extent to which performance of services under such termination becomes effective. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
- 4.4 Should any disputes arise with respect to this MOU, the UCR Board and IDR agree will act immediately to resolve any such disputes. If resolution is not reached, the UCR Board and IDR shall consider whether termination of the MOU is appropriate.
- 4.5 This MOU may be renewed under the same terms and conditions as the original MOU, subject to the approval of both parties.

5. General Terms.

- 5.1 This MOU may be modified upon the initiative of the UCR Board or IDR. Such modifications must be in writing and must be signed by authorized representatives of the agencies that are Parties to this MOU.
- 5.2 The Parties agree to comply with all current and future federal, state, and local laws, rules, regulations, or ordinances pertaining to this MOU. The enactment of any state or Federal statute or the promulgation of regulations thereunder after execution of this MOU shall be reviewed by IDR and UCR Board to determine whether the provisions of the MOU require formal amendment.
- 5.3 **Limitations of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST DATA, LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER INDIRECT

DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 5.4 The parties acknowledge that IDR intends to provide enhanced access to public records through the computer gateway administered by IDR and the state of Indiana Office of Technology, pursuant to Ind. Code § 5-14-3-3.6(f). In accordance with Ind. Code § 5-14-3 et seq., the parties will not engage in unauthorized enhanced access to public records, unauthorized alteration of public records, or the disclosure of confidential public records. The parties covenant and agree to comply with Indiana Public Records Law, Ind. Code § 5-14-3 et seq. and Ind. Code § 6-8.1-7-1(a) to the extent permitted by law.
- 5.5 Neither IDR nor the UCR Board shall assign or subcontract the whole or any part of this MOU without mutual written agreement.
- 5.6 This MOU does not create or impart any rights for or upon any third party.
- 5.7 Whenever any notice, statement or other communication is required under this MOU, it shall be sent to the following addressees, unless otherwise specifically advised:

Notices to IDR shall be sent to:

Michael Alley
Commissioner
Indiana Department of Revenue
100 North Senate Avenue, Room N-248
Indianapolis, IN 46204

Notices to the UCR shall be sent to:

Avelino A. Guitierrez
Chair
Unified Carrier Registration System
1120 Paseo De Peralta
P.O. Box 1269
Santa Fe, NM 87504

REMAINDER OF PAGE IS BLANK. SIGNATURE PAGE IMMEDIATELY FOLLOWS.

Acceptance

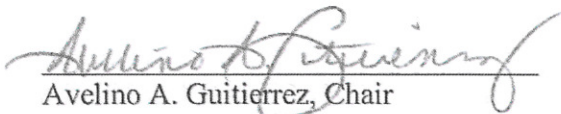
In Witness Whereof, the UCR Board and IDR have, through their duly authorized representatives, read and understood the foregoing terms of this MOU, and do by their respective signatures dated below hereby agree to the terms thereof. The signatory for each of the Parties represents that he or she is duly authorized to execute this MOU on behalf of their respective agency and has obtained all the necessary or applicable approvals to make this MOU fully binding upon their respective agency when his or her signature is affixed.

STATE OF INDIANA
INDIANA DEPARTMENT OF REVENUE


Michael Alley, Commissioner

6/17/13
Date

UCR BOARD


Avelino A. Gutierrez, Chair

June 12, 2013
Date