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**Memorandum of Understanding (MOU)  
Between  
Unified Carrier Registration  
Board of Directors (UCRB)  
And  
The State of Indiana, Department of Revenue  
(INDOR)**

**State of Indiana  
100 N. Senate Avenue**

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**Indianapolis, IN 46204**

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## MEMORANDUM OF UNDERSTANDING (MOU)

### INTRODUCTION

The purpose of this document is to establish a memorandum of understanding between the U.S. Unified Carrier Registration Board, and the State of Indiana, Department of Revenue regarding the development, management, operation, and hosting of a UCR system accessible to others states. This will include registration functionality; collection and distribution of funds collected by INDOR on behalf of UCR states. This agreement will govern the relationship between UCRB and INDOR for operation and access to the INDOR developed UCR System.

#### Recitals

#### Witnessed That:

*Whereas*, the Indiana Department of Revenue (INDOR) operates a comprehensive, one-stop web site for Indiana Unified Carrier Registration information and transaction services, and through which electronic interface and Internet content development services and transactions are developed for Indiana carriers; and

*Whereas*, Unified Carrier Registration Board of Directors (UCRB) has monitoring responsibilities of Unified Carrier Registration among states; and

*Whereas*, the Indiana Department of Revenue's Motor Carrier Services Division (DOR/MCS) desires to permit utilization of its Unified Carrier Registration System by others, including states and commercial carriers, and

*Whereas*, Indiana Department of Revenue's Motor Carrier Services Division (DOR/MCS) and Unified Carrier Registration Board of Directors desires to assist states and commercial carriers with their unified carrier registration and payment,

*Now Therefore*, this MOU is made between INDOR and UCRB to further accomplish the mutual aims of both parties, upon the following terms and conditions:

1. **Incorporation of Recitals.** The above recitals are hereby incorporated herein by reference as if reproduced verbatim.
2. **Unified Carrier Registration System transaction fees.** INDOR will, on behalf of UCRB, operate and provide access to the Indiana developed unified carrier registration application for other states and carriers under the following payment terms and conditions:

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(a). INDOR will charge and collect \$3.00 for each unified carrier registration transaction completed on the portal.

(b). INDOR and the UCRB agree to review transaction trends during the 9<sup>th</sup> (ninth) month of each year of this agreement for the purpose of establishing a transaction fee level for the next year, if the agreement is to continue to another year.

(c). Each motor carrier registering under the Unified Carrier Registration shall pay a credit card instant access fee and an eCheck instant access fee as agreement to in paragraph 2.(a) of this agreement.

(d). INDOR agree to offer the following credit cards for payment of unified carrier registration transactions: MasterCard and Visa.

### **3. INDOR and UCRB Duties.**

(a). INDOR agrees to maintain accurate records pertaining to these transactions, and to reconcile the transactions on a monthly basis. INDOR shall distribute funds owned by other states every thirty (30) days.

(b). INDOR agrees to set-up a separate operational environment for the system; and makes it available as close to 24x7 as reasonably possible (except for maintenance periods).

(c). INDOR will manage returned eCheck processing avoidance by holding distribution for financial clearing of the all deposited checks received through the portal application.

(d). INDOR will notify States' of the returned eCheck for collection. INDOR deems the collection of returned 'bad' checks will be the responsible of the State for which the check was received, and/or INDOR will hold returned check amounts from monthly distribution to the State of the returned eCheck from payments received fro that State.

(e). INDOR will be offered its unified carrier system on a one size fits all basis – no customization will be made and/or considered for any individual State.

(f). INDOR will provide reporting and account inquiry at the State level for all States

(g). INDOR will provide real-time views by States will be available; and self-service capabilities for all users.

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4. **Start Date.** The Start Date for this MOU shall be date of signature executed on this agreement.
5. **Public Records Law.** The parties acknowledge that INDOR intends to provide enhanced access to public records through the computer gateway administered by INDOR 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. in all respects.
6. **Assignment.** Neither INDOR nor UCRB shall assign or subcontract the whole or any part of this MOU without mutual written agreement.
7. **Term of Agreement.** This MOU shall expire one (1) year after the start date.
8. **Compliance with Laws.** INDOR and UCRB agree to comply with all applicable Federal, State and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein, and hereby incorporated by reference. The enactment of any State or Federal statute or the promulgation of regulations thereunder after execution of this MOU shall be reviewed by INDOR and UCR to determine whether the provisions of the MOU require formal amendment.
9. **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.
10. **Renewal Option.** This agreement may be renewed under the same terms and conditions, subject to the approval of both parties.

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IN WITNESS WHEREOF, the parties having read and understanding the foregoing terms of the MOU do by their respective signatures dated below hereby agree to the terms thereof.

Chairperson  
Unified Carrier Registration  
Board of Directors  
Avelino Gutierrez

John Eckart  
Commissioner  
Department of Revenue  
State of Indiana

\_\_\_\_\_  
Signature/Date

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Signature/Date