

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this _____ day of _____, 2016, by and between the Indiana Department of Revenue (“IDOR”) and the United States Unified Carrier Registration Board of Directors (“UCR Board”)(collectively the “Parties”), regarding the development, management, operation, and hosting of an IDOR 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 IDOR on behalf of Unified Carrier Registration states. This agreement will govern the relationship between UCR Board and IDOR for operation and access to the IDOR-developed Unified Carrier Registration System.

WITNESSETH:

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

WHEREAS, IDOR, 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 IDOR through the Motor Carrier Services Division (“MCSD”); and

WHEREAS, IDOR 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 IDOR’s UCR System be improved and enhanced to improve overall national registration performance.

NOW THEREFORE, this MOU is entered into between IDOR 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 IDOR had previously entered into “Memorandum of Understanding” (“2013 MOU”) signed on June 12, 2013 by the UCR Board and on June 17, 2013 by IDOR.
- 1.2 This Memorandum of Understanding terminates, replaces, and supersedes the 2013 MOU.

2. IDOR Duties.

- 2.1 IDOR 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 IDOR will be reimbursed by UCR Board based upon the costs accounting provided in “IDOR Costs for UCR System,” designated as Exhibit A and billing schedule mutually agreed to between the Parties. UCR Board shall make an initial payment to IDOR in an amount representing twenty-five percent (25%) of the IDOR Costs for UCR System no later than ten (10) days following the date of last signature of this MOU. UCR Board shall make subsequent payments to IDOR quarterly.
 - 2.1.2 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.
 - 2.1.3 IDOR agrees to accept the following credit cards/debit cards/pre-paid cards for payment of Unified Carrier Registration transactions: MasterCard, Discover and Visa.
- 2.2 IDOR System Requirements.
- 2.2.1 IDOR agrees to maintain accurate records pertaining to these Unified Carrier Registration transactions, and to reconcile the transactions on a monthly basis. IDOR shall administer and distribute funds according to the terms and conditions of the “UCR Fees and Revenue Distribution,” designated as Exhibit B.
 - 2.2.2 IDOR agrees to set up a separate operational environment for the UCR System; and make it available 24-hours a day, seven-days-a-week (except for maintenance periods).
 - 2.2.3 IDOR will manage returned eCheck “processing avoidance” by holding distribution for financial clearing of all deposited checks received through the System application.
 - 2.2.4 IDOR will notify states of the returned eCheck for collection. IDOR deems the collection of returned “bad” checks the responsibility of the state which received the check and IDOR 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 IDOR will not customize the UCR System for any individual state.
 - 2.2.6 IDOR will provide reporting and account inquiry at the state level for all states.

- 2.2.7 IDOR will provide real-time views by states and self-service capabilities for all users.
- 2.2.8 The system requirements included as part of this MOU may specify that certain individuals working under a contract with IDOR (“Contract Employees”) are included in this MOU. IDOR agrees that UCR Board shall not be responsible for such Contract Employees, except to the extent that IDOR includes the compensation paid to such Contract Employees in its accounting to UCR Board for reimbursement purposes.
- 2.3 IDOR will develop and maintain the Depository Reporting System in the UCR System. IDOR will capture monthly payment transactions, generating reports based on those transactions, which will allow the UCR Board to update and maintain its accounting of UCR fees and revenue distribution.
- 2.4 Reporting Requirements.
 - 2.4.1 IDOR 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.
- 2.5 IDOR will receive all requests from the UCR Board, presented through the UCR Systems Subcommittee Chairman to the Manager that oversees the UCR online system and IT Systems and Programming Manager. IDOR only needs to act on requests submitted from the Board Chairman through the UCR Systems Subcommittee Chairman.
- 2.6 IDOR agrees to cooperate with UCR Board and to provide UCR Board access, upon UCR Board’s reasonable request, to IDOR documents and records of registrants for the purpose of an audit or time study, which may include, but is not limited to confidential taxpayer information, if UCR Board deems this information as necessary for it to fulfill any of its obligations, taking into account IDOR’s confidential and proprietary information which are to be accorded full

protection according to all statutes and applicable laws. Any such audit or time study may be performed by UCR Board or its agent; shall occur only during normal business hours; and shall in each instance be preceded by at least three (3) business days' advance notice.

- 2.7 IDOR 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.
- 2.8 IDOR 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 IDOR's IT Supervisor, ITD.
- 3.2 The UCR Systems Subcommittee Chairman will work closely with IDOR 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, IDOR will move the UCR Depository reporting function, but not the Depository banking function, to the state of Indiana, IDOR.

4. Key Positions and Contact Protocol.

4.1. **IDOR.** The following IDOR team positions are considered essential to the success of the MOU. As such, IDOR commits to keeping these positions assigned to this MOU's obligations and performance requirements as delineated:

1. Program Manager- Claudia Mellott--Koerner
Direct Telephone #: 317-615-7210
Direct Email Address: cmellott@dor.in.gov
2. Project Manager-Sandra Bowling
Direct Telephone: 317-615-7285
Direct Email Address: sbowling@dor.in.gov
3. Executive Manager- Jim Poe
Direct Telephone #: 317-232-8257
Direct Email Address: jpoe@dor.in.gov
4. IT Supervisor – Ravi Surapaneni

Direct Telephone: 317-615-7446
Direct Email Address: rsurapaneni@dor.in.gov

5. IDOR commits to providing personnel for UCR Board to contact regarding any aspect of the work to be performed pursuant to this MOU.
 6. IDOR's Project Manager shall be the primary point of contact for UCR Board for all items related to the Production Operations phase. If she cannot be reached UCR Board may contact IDOR's Program Manager.
 7. IDOR's Executive Manager will be a secondary contact for all related items in the Production Operations phase.
 8. IDOR's Project Manager or the Program Manager (whomever has the responsibility to resolve a problem identified by UCR Board) will validate with UCR Board that the incident has been resolved. The outcome or resolution of the incident may be communicated in person, on the phone, or through electronic means including e-mail.
- 4.2. **UCR Board.** UCR Board's key personnel for purposes of work done pursuant to this MOU are as follows:

Chair
Unified Carrier Registration System
Direct Telephone:
Direct Email:

Vice President—State Laws
American Trucking Associations
Direct Telephone:
Direct Email:

5. Term.

- 5.1. This MOU shall start on the date of the last signature to the MOU, and shall remain in effect for a period ending no later than June 17, 2018.
- 5.2. This MOU serves to terminate and replace the MOU entered into by the UCR Board and IDOR on June 17, 2013.
- 5.3. The UCR Board or IDOR may terminate this MOU at any time and for any reason. The UCR Board or IDOR 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.

- 5.4. Should any disputes arise with respect to this MOU, the UCR Board and IDOR agree will act immediately to resolve any such disputes. If resolution is not reached, the UCR Board and IDOR shall consider whether termination of the MOU is appropriate.
- 5.5. This MOU may be renewed under the same terms and conditions as the original MOU, subject to the approval of both parties.

6. General Terms.

- 6.1. This MOU may be modified upon the initiative of the UCR Board or IDOR. Such modifications must be in writing and must be signed by authorized representatives of the agencies that are Parties to this MOU.
- 6.2. 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 IDOR and UCR Board to determine whether the provisions of the MOU require formal amendment.
- 6.3. **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.
- 6.4. The parties acknowledge that IDOR intends to provide enhanced access to public records through the computer gateway administered by IDOR 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.
- 6.5. Neither IDOR nor the UCR Board shall assign or subcontract the whole or any part of this MOU without mutual written agreement.
- 6.6. This MOU does not create or impart any rights for or upon any third party.

6.7 The parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions. Each party acknowledges that the other shall bear no responsibility or liability of any kind for the acts or omissions of personnel or representatives of the other. Each party will accept liability for all damages caused by the negligent or wrongful acts or omissions of its employees while acting within the scope of his or her employment to the maximum extent allowed by state and Federal law.

Notices to IDOR shall be sent to:

Andrew Kossack
Commissioner
Indiana Department of Revenue
10 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 IDOR 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

Andrew Kossack, Commissioner

Date

UCR BOARD

Avelino A. Guitierrez, Chair

Date