

The New Jersey Motor Vehicle Commission (MVC) has a Dealer Online Service Program (DOSP) available to enable licensed New Jersey motor vehicle dealers to electronically process MVC transactions resulting from the sale or lease of vehicles at their place of business. The MVC has authorized _____, hereinafter known as the **Program Provider** under the DOSP, to provide an online service system for dealers to electronically process such transactions. A dealer, hereinafter known as a Participating Dealer, wishing to participate in the DOSP will act with limited authority from the MVC through the Program Provider to perform title and registration transactions, collect fees, surcharges and other monies related to the sale or lease of motor vehicles and other related MVC transaction services for the general public.

DEALERS WISHING TO PARTICIPATE IN THE DOSP MUST SIGN THIS PARTICIPATING DEALER ACKNOWLEDGMENT FORM AND ADHERE TO THE FOLLOWING REQUIREMENTS:

REQUIREMENTS:

1. The Participating Dealer shall enter into an agreement with the Program Provider for participation in the MVC's DOSP.
2. A Participating Dealer that is pre-approved for participation in the DOSP by the Program Provider will have its application forwarded to the MVC for final approval. No dealer will be allowed to participate in the DOSP without MVC approval.
3. The Participating Dealer must, at all times, remain in full compliance with all local, State and federal laws, rules and regulations applicable to the DOSP and are required to fully cooperate with any investigation conducted by the MVC or the Program Provider.
4. The Participating Dealer is required to have its employees (known as Authorized Users) who have access to the online service system with the capability of processing motor vehicle transactions complete mandatory training before the Participating Dealer will be admitted to the DOSP. Training will be provided by the Program Provider.
5. Background Checks and Fingerprinting – N.J.S.A. 39:2A-32 requires that the Participating Dealer's Authorized Users undergo a background and fingerprint check. If the information from the criminal history record background check discloses that a prospective or current employee has a record of criminal history, the MVC will review the information to determine if the person is disqualified from having access to the Program Provider's online service system for processing MVC transactions. The MVC is not responsible for any costs associated with this requirement with respect to access to the online service system.
6. The Participating Dealer shall agree to provide additional motor vehicle transactional services to the general public as required by the MVC.
7. The Participating Dealer shall designate at least two staff members (including one of which shall have supervisory responsibility) as Authorized Users of the DOSP.
8. All "Personal Information" * and "Personally Identifiable Information" * contained within MVC motor vehicle records must be protected in accordance with both the federal and New Jersey Drivers' Privacy Protection Acts, 18 U.S.C. §2721, et. seq. and N.J.S.A. 39:2-3.3, et. seq., and MVC regulations and policies. The Participating Dealer agrees to abide by these laws and regulations and will only disclose motor vehicle information for the sole purpose of meeting their obligations under the DOSP.

*** "Personal Information" means information that identifies an individual, including an individual's photograph; social security number; driver identification number; name; address other than the five-digit zip code; telephone number; and medical or disability information, but does not include information on vehicular accidents, driving violations, and driver's status.*

"Personally Identifiable Information" means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. The MVC reserves the right to perform audits of the Participating Dealer. When an audit is conducted, the Participating Dealer must provide the MVC with access to the transaction processing location of records and related inventory for unannounced audits and security checks.

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10. The MVC may, in its sole discretion, deny, terminate or cancel participation of the Participating Dealer if any one or more of the following conditions exist:
- (a) Failure of the Participating Dealer to retain its active status as a licensed New Jersey motor vehicle dealer, including Corporation Code, with a fixed place of business in New Jersey.
 - (b) Failure to submit all supporting documents – The Participating Dealer is required to return all supporting documentation for each transaction processed within six (6) days of the transaction date. (N.J.S.A. 39:10-1 et seq.).
 - (c) Misuse or misappropriation of vehicle registration, title data or MVC fees.
 - (d) Failure to follow required or approved procedures for the electronic transfer of payments for title, registration and other fees.
 - (e) Misuse of, or lack of accounting for, any MVC controlled item assigned for distribution by the Participating Dealer.
 - (f) Failure to provide requested information or records for the purpose of audit.
 - (g) Processing a title transfer to a subsequent owner or purchaser prior to having all source documents in the Participating Dealer's possession.
 - (h) Failure to properly safeguard and secure inventory items, documents and computer systems.
 - (i) Any pending or active suspensions or violations with the MVC over the past 12 months.
 - (j) The Participating Dealer is not in good standing with the New Jersey Department of Consumer Affairs or Division of Taxation.
 - (k) There exists outstanding State or Federal judgments or liens against the Participating Dealer.
 - (l) Failure to comply with the terms of this agreement.
 - (m) Any other unacceptable condition or practice identified by the MVC.
11. Customers are not required to have their transactions processed through the DOSP. Customers must be informed that they have the option to not participate in the DOSP. The Participating Dealer must display a list of DOSP fees in a prominent area of each showroom, and provide each customer with a written disclosure, prior to the processing of online transactions, showing an itemized list of transactional fees mandated by the MVC, and a separate itemized list of fees being collected for processing online transactions via the DOSP.
12. The Participating Dealer shall submit reports, including daily activity reports, inventories of MVC plates and documents, and other such reports as required by the MVC. In addition, the Participating Dealer agrees that:
- (a) All shipped inventory must be electronically accepted by the Participating Dealer within two (2) business days of receipt, and all controlled inventory shall not be utilized, assigned or transferred until accepted.
 - (b) The Program Provider's field personnel are authorized to handle and inspect inventory at Participating Dealers as needed to fulfill the responsibilities of the DOSP.
 - (c) In the case of missing or unaccounted for inventory, the Participating Dealer is required to fully cooperate with any investigation by the MVC and the Program Provider.
 - (d) When the Participating Dealer is no longer participating in the DOSP it reconciles, account for and return all assigned, unused, control-numbered inventory to the MVC within twenty (20) days.
13. The Participating Dealer is required to implement and maintain the following system security and standards:
- (a) The Participating Dealer's computer terminal shall be a termination point on the online service system's communication network; no terminal may serve as an intermediate communications mode to transmit personal information to other systems. The Participating Dealer may not use wireless systems for any transactions processed through the DOSP.
 - (b) The Program Provider shall assign a unique office identification number to the Participating Dealer, required for login access to the online service system. Each Authorized User at the Participating Dealer shall personally select a unique, manually entered password. The passwords shall be held in confidence, and the online service system will systematically prompt each Authorized User to change their password every ninety days.
 - (c) Printers used to produce documents must meet MVC standards, conform to all MVC criteria and be approved by the MVC.
 - (d) The Participating Dealer is required to implement procedures that ensure that any computer terminals shall not be left unattended while the user is logged on to the online service system. The Program Provider shall configure the online service system so as to require re-authentication of any terminal from which no response or command is generated within a fifteen-minute time period.
 - (e) The Participating Dealer, along with the Program Provider, is required to implement procedures that ensure that a terminal, including a monitor, printer, or other form of display or duplication of motor vehicle records, including any printed copy of a motor vehicle record, shall be placed in a secure location so as to prevent the information from being viewed by persons who are not Authorized Users.
 - (f) The Participating Dealer is required to implement procedures ensuring that each printed copy of a motor vehicle record is destroyed when its legitimate use or required retention period has expired.

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14. The Participating Dealer shall not mingle or commingle any funds received for registration or title fees with the dealer's other financial activities not related to the DOSP.
15. The Participating Dealer shall comply with all applicable State and federal laws that require the notification of individuals in the event of unauthorized release of Personally Identifiable Information, Personal Information, or other event requiring notification. In the event of a breach of any of the Participating Dealer's security obligations or other event requiring notification under applicable law ("Notification Event"), the Participating Dealer shall assume responsibility for informing the MVC within 24 (twenty-four) hours and all such appropriate individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, employees, and agents, from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey by contacting the MVC at 609-341-5777.
16. All Personally Identifiable Information and Personal Information obtained for the purposes of MVC documentation must be protected. This data and information must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT (www.nj.gov/it/ps). Equipment storing this data and information shall be secured in a manner that ensures no unauthorized/unnecessary access will occur. The Participating Dealer must secure this data and information, including data and information back-ups, from manipulation, sabotage, theft or breach of confidentiality and integrity. Additionally, this data and information must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps).

By signing this agreement, the Participating Dealer agrees to remain in compliance with all requirements of the Dealer Online Service Program and this agreement. The MVC and/or the Program Provider may suspend or terminate the access privileges of the Participating Dealer or any Authorized User of the system, without notice, immediately upon the discovery of a violation of the laws or regulations of the State of New Jersey, or any other state, any federal law or regulation, or the terms of this agreement.

Name of Participating Dealer: _____

Business Address: _____

MVC Dealer (Wall) License Number: _____

Signature of Participating Dealer Principal or Authorized Officer:

_____ Date _____

Name of Participating Dealer Principal or Authorized Officer:

_____ Date _____

(Print)

Witness Signature (Program Provider Representative):

Name of Program Provider Representative:

_____ (Print)