



## AGREEMENT AND DESIGNATION FOR USE OF ROADTEST TABLETS

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year) by and between the VIRGINIA DEPARTMENT OF MOTOR VEHICLES ("DMV") and the THIRD-PARTY TESTER ("Tester")

\_\_\_\_\_  
(PERSON OR COMPANY NAME)

of \_\_\_\_\_  
(PRINCIPAL OFFICE OR HEADQUARTERS ADDRESS IN VIRGINIA) \_\_\_\_\_  
(FEDERAL EMPLOYER IDENTIFICATION NUMBER)

for use of the RoadTest component of the SecuriTest Solution (RoadTest) a service provided through DMV's contractor Idemia Identity & Security USA, LLC (Idemia). RoadTest allows TPT to electronically mark digitized forms necessary to complete the skills testing process using computer tablet devices (RoadTest Tablets) that are provided, owned, and maintained by Idemia. RoadTest is used in lieu of hardcopy testing evaluation forms.

The completed applicant data and skills test results will be uploaded to DMV's automated testing system, SecuriTest, using the Idemia provided SecuriTest Secure Enclave network where Idemia standard reports will be made available to select users and administrators. Skills testing results will also be uploaded to DMV systems.

### Application Users

TPT must access RoadTest only through a third party examiner, as defined at Va. Code § 46.2-341.4, employed by TPT, who will be authorized to access RoadTest (an "Application User"). DMV bears sole discretion in determining the number of Application Users that will be authorized for TPT. All Application Users must receive training from DMV or as directed by DMV before using a RoadTest Tablet.

DMV will issue access mechanisms specific to TPT's Application Users. For each Application User, TPT must submit the Application User's full (first, middle initial, and last) name, on a form provided by DMV.

All access mechanisms are issued for specific Application Users. TPT, Application Users, officers, agents, or employees will not share access mechanisms and will not permit their use by any individual other than the Application User to whom such access mechanism is assigned.

TPT agrees that DMV may monitor use of access mechanisms and may terminate an access mechanism if DMV detects non-use or determines misuse of an access mechanism.

TPT agrees that it will not disclose information concerning any access mechanism, unless properly authorized by DMV to disclose such information and that TPT will not use any access mechanism that has not been expressly assigned to a TPT's Application User by DMV.

TPT understands and agrees that TPT, its directors, officers, Application Users, agents, and employees are prohibited from using or knowingly permitting the use of any assigned or entrusted access mechanism for any purpose other than the performance of authorized functions.

### Obtaining RoadTest Tablet

#### Initiating order for RoadTest Tablet

Upon execution of this Agreement and submitting a list of Application Users, TPT may request that DMV submit a purchase order to Idemia for the additional RoadTest service, provided via a RoadTest Tablet. TPT must be actively certified by DMV as a third party tester at the time of issuing a request for a purchase order. TPT shall return any RoadTest Tablets to DMV if its third party tester certification is terminated.

TPT shall use and possess the RoadTest Tablet only in connection with third-party-testing activities for which TPT has been certified by DMV to perform.

To request a purchase order, TPT shall send a request to DMV in the format prescribed by DMV. Such request shall be delivered by TPT and received by DMV according to the notice and contact provisions of this Agreement.

#### Payment to obtain RoadTest Tablet

TPT shall compensate the cost for DMV to procure RoadTest Tablet services requested by TPT. DMV shall submit an invoice to TPT in the same amount as the purchase order to Idemia for such RoadTest Tablet.

#### Receipt and delivery of RoadTest Tablet

Upon receiving RoadTest Tablet from Idemia, DMV will prepare the RoadTest Tablet for TPT's use. DMV will contact TPT to schedule delivery of the RoadTest Tablet after TPT pays the invoice for obtaining a RoadTest Tablet. Delivery will coincide with DMV-provided training to TPT Application Users.

#### Payment for annual maintenance

Maintenance for one year is included in the initial cost of procuring the RoadTest Tablet services. TPT shall compensate DMV for the cost per year for ongoing maintenance following the first year.

DMV shall submit an invoice to TPT in the same amount as the maintenance cost for such RoadTest Tablet due from DMV to Idemia.

#### Data plan payment

DMV will install a SIM card to provide a secure, cellular connection for the RoadTest Tablet. TPT is responsible for compensating DMV for the monthly cost of the data plan. DMV shall submit an invoice to TPT in the same amount as the cost incurred by DMV for the data plan.

## Maintenance and Reporting

DMV, through its contractor, Idemia, will maintain and support RoadTest. TPT agrees to take reasonable measures to ensure against any damage to or loss of the RoadTest Tablet. During non-business hours and otherwise when not in use, Application User will store the tablet in a locked, secure location. TPT must notify DMV immediately if RoadTest becomes inoperable, lost, or stolen.

DMV shall provide TPT with the Help Desk phone number. TPT shall call this number immediately to report and receive service for operational issues regarding RoadTest. If DMV cannot connect Idemia service personnel to the call, DMV will direct Idemia to call TPT directly. TPT agrees to comply with any instructions provided by DMV or Idemia pertaining to the maintenance issue.

### Test reporting if RoadTest Tablet inoperable

If RoadTest is inoperable or otherwise unable to report test results to DMV, DMV shall instruct TPT on how to submit test results during the time that RoadTest is inoperable.

### Record of maintenance issues and replacement of RoadTest Tablet

TPT must maintain records of RoadTest maintenance issues as directed by DMV. Pursuant to DMV's contract with Idemia, DMV reserves the right to request a replacement RoadTest Tablet if: (1) a RoadTest Tablet is inoperable and the total number of hours of downtime exceeds 2% of the total operating hours in any 30 day period or (2) more than three service calls were placed for the same problem within any consecutive 30 day period. TPT is entitled to a replacement RoadTest Tablet under these conditions.

## Notice and Contacts

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, if provided by email to the person designated below by each party to receive notice by email, or if deposited in the U.S. mail, postage prepaid, for mailing by first class, registered, certified mail, or overnight courier service addressed to the addresses below. DMV or TPT may change its address for notice purposes or the name and email address of the person designated to receive notice by email by giving the other party notice of such change in accordance with this section.

Notices and communications required or desired to be given in writing pursuant to this Agreement shall be mailed to the following addresses:

For DMV:

Virginia Department of Motor Vehicles  
Attn: Fran Kelly  
2300 West Broad Street  
Richmond, VA 23269  
fran.kelly@dmv.virginia.gov  
Telephone 804-474-2188

For Tester:

CONTACT NAME
CONTACT EMAIL
CONTACT TELEPHONE NUMBER
LOCATION ADDRESS
CITY, STATE, ZIP, CODE

## Term

This Agreement will commence upon the execution by both parties and will continue in effect until modified, amended, or terminated.

### Termination and Return of RoadTest Tablet

DMV may terminate this Agreement at any time for any reason. TPT shall return any RoadTest Tablet(s) obtained by TPT upon termination of this Agreement, upon TPT not being actively certified as a third party tester, upon failure to pay an invoice pursuant to this Agreement, or upon DMV's request to return any RoadTest Tablet(s). TPT must return any RoadTest Tablet(s) as instructed by DMV.

### Amendment or Modification of Agreement

This Agreement constitutes the entire agreement between DMV and TPT for use of RoadTest Tablets. This Agreement may be modified or amended as necessary upon the mutual written agreement signed and dated by both parties. All modifications and amendments shall be incorporated and made a part of the Agreement as if attached hereto.

### Titles and Headings

Titles and headings are inserted for convenience only and shall not be used to interpret this Agreement.

### Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia and of the United States. If necessary, any disputes which arise out of the Agreement shall be tried by a court of competent jurisdiction located in the Commonwealth of Virginia.

**ENTIRE AGREEMENT**

This Agreement and Attachment A constitute the sole and entire agreement between DMV and Tester relating to the authority to administer the CDL skills tests. No other terms or conditions shall form a part hereof, and this Agreement shall not be modified except by subsequent agreement in writing and attached as an addendum, duly signed by the authorized representatives of both Parties, provided that where modifications are made necessary because of changes in statutory or regulatory provisions, failure of Tester to agree to such modifications shall be grounds to terminate this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**THIRD-PARTY TESTER**

THIRD PARTY TESTER COMPANY NAME	
THIRD-PARTY TESTER AUTHORIZED REPRESENTATIVE NAME (print)	TITLE
THIRD-PARTY TESTER AUTHORIZED REPRESENTATIVE SIGNATURE	DATE (mm/dd/yyyy)

**DMV**

DMV OFFICIAL NAME (print)	TITLE
DMV OFFICIALSIGNATURE	DATE (mm/dd/yyyy)