

APPLICATION FOR OREGON TRUCK TRACKING ONLINE WEB SERVICES ACCESS

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

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VENDOR NAME AND ADDRESS OF RECORD						
CCD ACCOUNT NUMBER	NAME OF VENDOR					
TELEPHONE NUMBER	FAX NUMBER		EMAIL ADDRESS			
MAILING ADDRESS		CITY		STATE	ZIP CODE	
STREET ADDRESS (IF POST OFFICE BOX)		CITY		STATE	ZIP CODE	
BANKING INSTITUTION				STATE	FEDERAL TAXPAYER ID#	

Vendor must notify customers that the motor carrier is ultimately liable for all taxes and fees. Taxes are fees are not considered paid until deposited in the State of Oregon Treasury.

The system requirements identified at https://www.oregon.gov/odot/mct/pages/automatedreporting.aspx must be met in order to participate in web services access to motor carrier accounts.

The Oregon Department of Transportation (ODOT), Commerce and Compliance Division (CCD) reserves the right to change and upgrade computer systems. Vendor shall provide and maintain computer systems hardware and software sufficient to maintain access to the CCD database of motor carrier records and computer systems as necessary.

Vendor will ensure the security of the CCD database. Information obtained by vendor under this application shall be used only for the purposes of its duties and responsibilities for filing Oregon Highway Use Tax Reports, International Fuel Tax Agreement Tax Returns, International Registration Plan Applications, and/or Road Use Assessment Fee Special Transportation Permit Mileage Reports. No other use, sale, or access by unauthorized persons shall be allowed. Vendor shall provide individual motor carriers their own account-specific information exclusively. Vendor will not distribute carrier-specific data without the express written consent of the specific motor carrier involved. (ORS 825.517)

Vendor shall comply with all laws, rules and regulations of the State of Oregon, all as may be amended or updated from time to time.

Vendor, its employees, representatives and agents shall not be eligible for any compensation, social security, unemployment insurance or workers' compensation benefits from the State of Oregon, ODOT or CCD under, or by reason of, this application.

Vendor shall defend, save, hold harmless, and indemnify the State of Oregon, the Oregon Department of Transportation and its Commerce and Compliance Division and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the vendor or its officers, employees, subcontractors, or agents under this application.

Vendor shall ensure that at least fifty-percent of the total motor carrier fleet is equipped with an electronic onboard unit. The unit shall be maintained within the vehicle. If the unit is replaced or transferred the vendor shall ensure that CCD will be notified in writing explaining the nature of the removal/replacement. Electronic system must capture and retain the elements required by Oregon Administrative Rule 740-055-0120, the International Fuel Tax Agreement, and the International Registration Plan. Data must be retained for the maximum period required by any of the above.

The electronic system must:

- i. Have reasonable controls in place to ensure all changes to system code are tested and approved prior to implementation, and only approved code operates in the production environment;
- ii. Ensure logical access to accounts is appropriately restricted and monitored;
- iii. Ensure controls are in place to reasonably ensure the availability of backup files for the application, customer data, and source code;
- iv. Reasonably ensure critical security controls relating to updates are applied;
- v. Ensure web servers are appropriately secured with information systems security software.

Vendor shall immediately notify CCD of any breach or potential breach of security of CCD data obtained by vendor pursuant to this agreement. For the purpose of this agreement, a breach of security is the unauthorized release or inadvertent public exposure of data in any format that has the potential to materially compromise the security, confidentiality or integrity of personal information maintained by the person. Vendor will bear the expense of any notification to the entities impacted by the breach, or potential breach, if ODOT in its judgment determines that notification is required by statute or prudence; and will bear the expense of any credit monitoring by impacted parties resulting from a security breach to CCD data that is caused by vendor's users or systems.

SIGNATURE (FAXED AND ELECTRONIC SIGNATURES ACCEPTABLE.)	PRINTED NAME	DATE				
DO NOT WRITE BELOW THIS LINE. ODOT USE ONLY						
ENTERED BY / OFFICE		DATE				