



## Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into between the Minnesota Department of Public Safety’s Driver and Vehicle Services division (hereinafter “DVS”), and \_\_\_\_\_ acting as Proctor Administrator for \_\_\_\_\_ a provider of remote web-based knowledge testing (hereinafter “Administrator”). DVS and the Administrator may be referred to jointly as the “Parties.”

### 1. Purpose

The purpose of this MOU is to establish the terms and conditions under which DVS and the Administrator will deploy a remote web-based knowledge testing program (hereinafter “Program”) that allows designated representatives of the Administrator (hereinafter “Knowledge Test Proctors”) to conduct driver knowledge tests utilizing the DVS Automated Testing System to eligible applicants. The Program will be jointly administered by DVS, which is statutorily responsible for the examination of drivers under Minnesota Statute 171.13, and the Administrator in accordance with provisions of this MOU.

### 2. Program Overview

The Program will enable the Administrator to administer driver knowledge testing only to eligible customers of the Administrator’s driver education program as described in Minnesota Statute 171.13. Administrators that are approved to participate in the program and are also not a licensed or approved driver education program are permitted to provide the test to all eligible applicants. Knowledge testing will be conducted online through a remote web-based testing portal created and maintained by DVS and its knowledge testing vendor (hereinafter “Vendor”).

Test results will be provided directly to DVS by the Vendor and retained in the DVS customer account. All Program testing records and results will belong to DVS as records. The Administrator shall not make a record or keep a record of a test result an applicant’s driver knowledge test. The Administrator shall record the eligible students that were granted tests at their location by fully completing the approved monthly report. This monthly report must be submitted to the DVS Supervisor every month.

Eligible applicants for web-based knowledge testing through the remote testing portal include individuals aged 15 years or older who do not hold valid and current driving or instructional permit privileges. Applicants who pass the knowledge test will be eligible to apply for an instruction permit, license and/or endorsement, provided the applicant is otherwise eligible under state law at any Minnesota driver license location. Applicants may only attempt a knowledge test once per calendar day.

### **3. Term and Termination**

#### **3.1 Term**

This MOU shall begin when executed by DVS and shall end no later than five (5) years from the effective date.

#### **3.2 Termination**

This MOU will automatically terminate authorization upon the enactment of any state or federal law that makes this MOU or the Program unlawful. A new release of the MOU also represents the termination of the previous one.

DVS may provide a warning as a courtesy to remind the Administrator of the terms and conditions for providing a test. Failure to comply with a warning can result in an immediate suspension of Program privileges for a period of 30 days. DVS may terminate authorization of an MOU and Program access, with or without cause, if DVS determines that the Administrator and/or the Knowledge Test Proctors have demonstrated a lack of compliance with the terms of this MOU or violated any applicable state or federal laws.

In addition, to the extent that the administration of the Program or any part thereof is reliant on the availability of legislative appropriations at the federal, state, or local level, either party may terminate this MOU, in whole or in part, in the event of non-appropriation of funds, irrespective of the source, for the administration of the Program.

DVS will provide a notice of the termination and describe the appeal process if DVS takes administrative action against the Administrator's access to the Program. The Administrator must respond to the notice within ten (10) business days or the termination will be permanent.

### **4. Requirements**

**4.1** Provide all desktop computers, laptop computers or tablet computers and all equipment for people to take the online knowledge test. A minimum of two testing computers is required and a minimum of two days of testing per week.

**4.2** All proctor locations must be approved by DVS before testing can begin. Changes made to a proctor location must be approved by the DVS before testing can begin again. Locations must be in a nonresidential occupancy, or occupancy not used as a residence. A testing area must be established and prepared before a site visit can be conducted.

**4.3** Provide a testing room with sufficient spacing for an individual to take the test without disturbance. No other test taker or customer should be in plain view of a test taker's screen. No test taker should be in range of physical contact of another test taker or customer. The space should be reasonably clean and orderly. All efforts must be made to prevent test takers from communicating with others during the test.

- 4.4 The Administrator's driver education program needs to be in good standing with DVS. In this section, "good standing" refers to the status of the Administrator's driver education program maintaining compliance with all applicable legal, financial, and regulatory requirements for a driver education school or program in Minnesota as determined by DVS.
- 4.5 The Administrators proctoring through a licensed or approved driver education program understand that they must not administer the knowledge test to a person over 18 years of age.
- 4.6 The Administrator may only provide the knowledge test to a test taker under the age of 18 years old if the test taker was provided an E-Card by completing the behind-the-wheel enrollment process through the same Administrator's driver education program or if the Administrator is a Driver's License Issuing Office (DVS Exam Stations and Deputy Registrars/DL Agents that have been approved to proctor the knowledge test) with access to view the test taker's E-Card. The Administrator shall not provide the knowledge test to a test taker under the age of 18 years old in any other case.
- 4.7 Businesses must have proctors that are 21 years or older and have a valid Minnesota driver's license. Proctors must have at a minimum a valid class D license with no restrictions and a good driving record for 2 years prior to serving as a Proctor.
- 4.8 Ensure that only a DVS approved knowledge testing proctor serves as proctor for the Program.
- 4.9 Ensure that that there are no more than 10 test takers per proctor at one time.
- 4.10 Provide the Addendum A: Tennessen warning on Page 10 to every Proctor and the Administrator. All Tennessen warnings must be submitted to the Regional Exam Supervisor in your area.
- 4.11 Businesses may charge up to \$10 to administer each class D knowledge test. No surcharge, registration or convenience or any other additional fees may be added. Pricing must be transparent and cannot be combined with any other package prices, fees or services.
- 4.12 Practice tests must be approved by DVS. Changes made to an approved practice test require additional review by DVS.
- 4.13 Provide transparent and equal opportunity scheduling for proctored tests.
- 4.14 Ensure that the test taker understands that there is a 40 minute time limit on the test.
- 4.15 Businesses can administer the test during online knowledge testing hours Monday-Saturday, 6 a.m. - 11 p.m. DVS is available for support Monday - Friday 8 a.m. - 4 p.m. Hours for testing must be publicly viewable and posted conspicuously.
- 4.16 DVS must be notified if there is any change to the hours or space approved for proctoring.
- 4.17 Provide headphones to the customer.
- 4.18 Provide internet speed/bandwidth capable of downloading files at a minimum of 4mb/s.
- 4.19 Ensure that no Knowledge Test Proctor provides a test to a friend or relative of the Knowledge Test Proctor.

## **5. Knowledge Test Proctors Participation**

**5.1** Knowledge Test Proctors authorized to conduct web-based knowledge testing to eligible applicants must be identified on the Administrator's "Application to Administer Web-Based Class D Knowledge Test" form filed with DVS. The Administrator's "Application to Administer Web Based Class D Knowledge Test" form is incorporated by reference into this MOU.

**5.2 Proximity to Test Takers**

Knowledge Test Proctors must have a clear and direct line-of-sight to the test takers. Knowledge Test Proctors must maintain sufficient view of the test takers to ensure that the tests are being completed with integrity and for the safety of Minnesota drivers. It is the responsibility of the Knowledge Test Proctor and the Administrator to ensure that the Knowledge Test Proctor can freely monitor and assist the test takers with the process of taking the test.

**5.3 Security**

DVS will assign individual user account names to each Knowledge Proctor. Knowledge Proctors will be responsible for setting their own secure password when initially logging on the system. Knowledge Proctors will be responsible for safeguarding their individual logon credentials and are prohibited from sharing their credentials with any other individual.

**6. Responsibilities**

**6.1 DVS**

DVS specifically agrees to:

- a) Maintain remote testing portal and make it available for use by the Administrator and Knowledge Test Proctors.
- b) Manage individual Knowledge Test Proctor accounts including, but not limited to, the addition of new Knowledge Test Proctors, the assignment of Knowledge Test Proctor logon credentials, and the deletion of accounts, as required and necessary.
- c) Provide an implementation toolkit to the Administrator for distribution to Knowledge Test Proctors.
- d) Provide technical assistance to Administrators and Knowledge Test Proctors. Technical assistance will be requested by an Administrator or Knowledge Test Proctor utilizing an email address provided by DVS. Technical assistance will not be available at times other than standard DVS business hours nor will technical assistance be available weekends, federal and state holidays, or any other time DVS is closed.
- e) Provide a certificate of approval to the Administrator.

**6.2 Administrator**

Administrator agrees to:

- a) Complete and submit to DVS an "Application to Administer Web-Based Class D Knowledge Test" form identifying the Knowledge Test Proctor representatives authorized by the Administrator to participate in the Program. The Administrator will ensure the Knowledge Test Proctor receives and views a copy of this MOU and submits a signed copy of the Tennessee warning on Page 10 prior to proctoring any web-based knowledge testing. The Administrator will also ensure that the

- Knowledge Test Proctor understands the terms and conditions of this MOU, including all of the Knowledge Proctor responsibilities and prohibited situations.
- b) Submit a new “Application to Administer Web-Based Class D Knowledge Test” form when a new Knowledge Test Proctor representative is authorized by the Administrator to proctor any web-based knowledge test.
  - c) Notify DVS via email within one (1) business day of revocation by the Administrator of a Knowledge Test Proctor’s authorization to proctor web-based knowledge testing including termination.
  - d) Notify DVS of a change in the testing location prior to the change. A new application and MOU will be necessary to continue program operation and is subject to relevant site audits and training.
  - d) Ensure all Knowledge Test Proctors representing the Administrator attend all training programs conducted by DVS.
  - e) Update, as necessary, all Knowledge Test Proctor account information.
  - f) In the event of any breach of law or security involving personal information, including a breach by any third party, the Administrator will notify DVS via email within one (1) business day upon discovery and will fully cooperate with DVS to investigate the issue(s) and take all corrective action required by DVS.
  - g) Provide the attached Tennessee warning notice to all customers to inform them how their data will be used.
  - h) Submit Tennessee warnings with the monthly report to the Regional Exam Supervisor when new Tennessee warnings have been completed by staff.
  - i) Comply with MOU updates posted on the DVS website.
  - j) Understands that DVS will respond to requests in the order received and as time and staffing allow. It is the responsibility of the Administrator to check their statuses prior to accepting test takers to avoid urgent password requests.
  - k) Display the Certificate of Approval for Proctor Test Administrators once provided by DVS in a conspicuous location so test takers can verify the approval of your program.
  - l) Do not represent or imply in advertising, images, in any written or electronic communication that the Administrator is the State of Minnesota, or part of any branches of state government. Administrators may not use the words “state” or “Minnesota” in a business title or in advertising or on a website.

### **6.3 Knowledge Test Proctor**

Knowledge Test Proctor agrees to:

- a) Adhere at all times to all rules, procedures, standards, and guidelines established by DVS and the Administrator for participation in the Program.
- b) Notify its Administrator as soon as practicable of any changes to ensure adequate time for DVS to process those changes.
- c) Refrain from sharing logon credentials with any other individual. Improper use or sharing of logon credentials will be grounds for immediate termination of access privileges for the Knowledge Test Proctor and justification for immediate termination of this MOU by DVS. In addition, Knowledge Test Proctors may be subject to criminal charges for data misuse.

- d) Refrain from allowing an eligible applicant to complete a remote knowledge test under the Program if the applicant has in their possession any of the following prohibited items including, but not limited to:
  - (1) Textbooks, manuals, scratch paper, notes, or other aids;
  - (2) Electronic devices including, but not limited to mobile phones, smart watches, fitness bands, media players, iPads, headphones, cameras and any other devices with recording, internet, or communication capabilities;
  - (3) Reading material; and
  - (4) Their own Language Interpreters,) for test taking purposes. Instead, the test will be provided in a variety of languages. If a test taker needs an additional accommodation, they should be referred to a DVS Driver Exam Station.
  - (5) A test taken by an applicant found to be using any prohibited item listed above in section 6.3(d) will be immediately ended and counts as a failed test.
- di) Comply with all audit requests by DVS or the Administrator.
  - a. All Administrators must submit an electronic monthly report to their Regional DVS contact.
    - i. Audit form **MUST** include:
      - 1. Documents viewed/provided by Knowledge Test Proctor;
      - 2. Documentation that Knowledge Test Proctor has completed fraud training provided by DVS regional contact; and
      - 3. Verification that no more than \$10 was collected for each testing fee. Proctor is not charging any additional fees, including but not limited to service fees, package price fees, registration fees, convenience fees, etc;
      - 4. Signed Tennessee warnings for every person who attempts the knowledge test.
  - dii) Accommodate, as necessary, an applicant in order to comply with the federal Americans with Disabilities Act (ADA).
  - diii) In the event of any breach of law or security involving personal information, including breach by any third party, the Knowledge Test Proctor will immediately notify DVS upon discovery and will fully cooperate with DVS to investigate the issue(s) and take all corrective action required by DVS.

## **7. Mutual Agreements of DVS and the Administrator**

- a) DVS and the Administrator may establish rules, procedures, standards, or guidelines for the administration of and participation in the Program. Any such rules, procedures, standards or guidelines jointly established by DVS and the Administrator shall be incorporated by reference into this MOU.
- b) Remote testing portal access privileges granted under this MOU may, at the discretion of DVS, be suspended or terminated without notice upon the discovery of any breach of, or failure to fulfill any responsibility established pursuant to this MOU or the documents incorporated by reference into this MOU.
- c) DVS and the Administrator will be jointly responsible for any audits required or requested under the Program.

## 8. Technical Requirements

All functions of the Program are hosted on secure servers and accessed via the internet. The Administrator is responsible for providing all computers that will be used in performance of its duties under the Program. Any classroom or computer lab used to administer tests must also include one computer reserved for use by the Knowledge Test Proctor. Separate testing rooms must have different Knowledge Test Proctors assigned to each test room.

Computers used for administration of the Program must run on current, supported internet browsers including Internet Explorer (10 and newer), Edge, Firefox, Chrome, and/or Safari, and must run on current, supported operating systems including Windows, Apple, IOA, Android and/or Linux. It is the Program's responsibility to ensure that computers meet hardware and software requirements as requested by DVS.

## 9. Authorized Representatives

The DVS Authorized Representative is the person below, or their successor:

Name:	Carrie Buchholz
Title:	Director of Administration & Community Relations
Address:	Department of Public Safety; Driver & Vehicle Services
Division	
	445 Minnesota Street, Suite 195
	St Paul, MN 55101-5195

The Administrator's Authorized Representative is the person below, or their successor:

Business

Name:

Address:

Telephone:

Email Address:

The Parties may change their authorized representatives at any time by providing the other party written/email notice of such change within ten (10) business days of such change.

## 10. Notices

Any notice given pursuant to this MOU shall be in writing or email to the appropriate authorized representative identified in section 9. Mailed notices must be sent via registered or certified mail or via overnight express service.

## 11. Assignment, Amendments, Waiver, and MOU Complete

**11.1 Assignment.** Neither DVS nor the Administrator may assign or transfer any rights or obligations under this MOU.

**11.2 Amendments.** Any amendment to this MOU must be in writing and will not be effective until it has been executed and approved by the authorized signatories or their

successors.

**11.3 Waiver.** If DVS fails to enforce any provision of this MOU, that failure does not waive the provision or its right to enforce it.

**11.4 MOU Complete.** This MOU contains all negotiations and agreements between DVS and the Administrator. No other understanding regarding this MOU, whether written or oral, may be used to bind either party.

## **12. Liability**

DVS and the Administrator agree each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible or liable for the acts of any others and the results thereof. The liability of DVS shall be governed by provisions of the Minnesota Torts Claims Act, Minnesota Statute 3.736, and other applicable state and federal law.

## **13. Right to Audit**

Under Minnesota Statute 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices relevant to this MOU are subject to examination by DVS, the State Auditor, or the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this MOU.

In addition, DVS reserves the right to audit the Administrator and its individual Knowledge Test Proctors to confirm compliance with this MOU. Audits may be conducted on-site during scheduled testing events. In consideration of safety and visitation rules, DVS and the Administrator will coordinate to establish guidelines to allow for audits to be conducted at random in order to protect the integrity of the testing process.

## **14. Government Data Practices**

The Parties must comply with the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13, and the federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. section 2721, as they apply to all data provided by DVS under this MOU and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by DVS or the Administrator under this MOU. The civil remedies of Minnesota Statutes 13.08 and 13.09. and the federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. sections 2721-2725, apply to the dissemination of the data referred to in this clause by either DVS or the Administrator.

If the Administrator receives a request to release data referred to in this clause, the Administrator must immediately notify DVS. DVS will give the Administrator instructions concerning the release of the data to the requesting party before the data is released.

## **15. Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this MOU. Venue for all legal proceedings out of this MOU, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**16. Limitations on Use**

DVS and the Administrator agree to use any motor vehicle record information obtained under this MOU subject to and in accordance with the limitations of all applicable state and federal laws, including the federal Driver’s Privacy Protection Act (DPPA), 18 U.S.C. sections 2721-25. DVS and the Administrator further agree that any personal information used in connection with this MOU will not be published, redisclosed, or used to contact individuals, in accordance with 18 U.S.C. section 2721(b)(5).

**17. Protection of Data**

DVS and the Administrator agree to employ any and all security measures as are reasonably necessary to protect any data and/or information that the Administrator and its Knowledge Test Proctors come to possess as a result of this MOU from illegal or unauthorized access or redisclosure. The Administrator and its Knowledge Test Proctors agree not to sell, assign, or otherwise transfer or disclose any data or information obtained or received pursuant to this MOU.

**18. Severability**

Each provision of this MOU shall be interpreted in a way that is valid under applicable Minnesota law. If any provision is held invalid, the remainder of the MOU shall remain in full effect.

**19. Tennesen warning**

Addendum A: Tennesen warning on Page 10 of this MOU must be sent to and on file with the DVS Supervisor in your area for all Knowledge Test Proctors, the Administrator and for all test takers.

**20. Contact**

All questions, complaints and password inquiries should only be sent to the DVS Exam Proctoring Email inbox: [DVS.Proctor.Testing.DPS@state.mn.us](mailto:DVS.Proctor.Testing.DPS@state.mn.us).

**Minnesota Department of Public Safety's  
Driver and Vehicle Services (DVS) division**

**Proctor Administrator:**

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

**Addendum A: Minnesota Department of Public Safety  
Driver and Vehicle Services**

**Third-Party Web-Based Knowledge Test Proctoring**

**Important:** Please read this notice before submitting any personal information.

**TENNESSEN WARNING**

**What is the purpose of supplying the requested information?**

The Department of Public Safety (DPS) collects the requested personal information on this form for identification purpose, determine your eligibility for a third-party web-based knowledge test, to prevent fraud, to access your record for any future service transactions and/or inquiries, and to comply with state and federal rules and laws.

**Am I required to provide the requested information?**

You are not legally required to complete this form.

**What will happen if I do not provide the requested information?**

You can refuse; however, DPS cannot allow you to participate in the third-party web-based knowledge test and your existing driving privileges, if any, may be affected.

**Who will have access to the requested information?**

DPS may disclose personal information when it relates to the operation or use of a vehicle or to public safety. The use of personal information relates to public safety if it concerns the physical safety or security of drivers, vehicles, pedestrians or property. The personal information you provide to participate in the third-party web-based knowledge test is classified by 18 U.S.C. section 2721, Minnesota Statute 171.12 and the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13 and is subject to the disclosure in accordance with these laws.

**This information may also be shared other third-party web-based knowledge testing proctor locations.**

**Full Legal Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_  
\_\_\_\_\_

I read and understand the Tennessee warning. I verify the information that I have provided on this document is truthful and accurate. I understand that any false information provided may result in the refusal or annulment of my test results.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_