

## **DRIVER LICENSE AGREEMENT**

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## **General Purpose**

It is vital to the national interest that all jurisdictions participate in a reciprocal program of cooperation to promote highway safety and to provide for the fair and impartial treatment of drivers operating within their respective borders and to implement minimum identification and security standards for driver licenses and identification cards. The member jurisdictions of the Driver License Agreement (DLA) support the following principles:

1. One driver license and one driver control record recognized by all member jurisdictions, for each driver;
2. Cooperation among member jurisdictions so that all drivers are required to comply with traffic citations regardless of the jurisdiction where issued;
3. Reciprocal recognition of driver licenses and offenses related to highway safety;
4. Utilization of a recognized verification process to identify a person prior to the issuance of a driver license or identification card;
5. Compliance with the laws, ordinances, regulations and administrative rules relating to highway safety as a condition to the issuance or retention of a driver license;
6. Treatment of traffic offenses and identification fraud for which any person has been convicted in any member jurisdiction as if the offense had been committed in the Jurisdiction of Record for the purposes of updating and maintaining the Driver Control Record and imposing sanctions;
7. Allowing persons to proceed on their way without delay regardless of their Jurisdiction of Record after being issued a citation for certain traffic offenses related to highway safety;
8. Uniformity among all member jurisdictions concerning the exchange of information on licenses, identification cards, records, convictions, withdrawals and other data related to the driver licensing process;
9. Mutual cooperation in the monitoring of compliance with the Agreement and in the resolution of disputes at the lowest possible level of decision; and
10. Compliance with all laws respecting privacy of personal information in all reports and exchanges of information.

In conformity with these principles the member jurisdictions agree as follows:

## Article I Definitions

A. When used in the Agreement the following terms or their derivatives shall mean:

1. **Administrator** - The official of a member jurisdiction charged with administering the provisions of the Agreement.
2. **Administrative Action** - A final administrative determination that a person has violated laws relating to the operation of a motor vehicle or that a person is not capable of safely operating a motor vehicle.
3. **Board** - The governing body responsible for the administration of the Agreement.
4. **Citation** - Any summons, ticket or other official document issued by a law enforcement officer or judicial official for those offenses specified in the DLA Code, which requires the person to respond.
5. **Conviction** - An adjudication of guilt or responsibility by a court, or a determination by a court of guilt or that a person has violated the law, an unvacated forfeiture of bail or collateral deposited to secure the person's appearance in a court, a plea of guilty or nolo contendere accepted by a court, the payment of a fine or court costs, or a violation of condition of release without bail, regardless of whether the penalty is rebated, suspended or probated. Conviction shall also include judgments by default or in absentia.
6. **DLA Code** - The list of convictions and administrative actions to be reported to the Jurisdiction of Record under the Agreement.
7. **Driver Control Record** - The record maintained by the Jurisdiction of Record in accordance with the Agreement.
8. **Failure to Comply** – failure to answer a citation or failure to pay fines, penalties and costs related to the violation.
9. **Identification Card** – A card issued to a person whose identity is verified in the same manner as required for the issuance of license by a licensing authority for identification purposes only.
10. **Issuance** – The granting of a license or identification card by a jurisdiction to a person, including originals, renewals, replacements and re-issuances.

11. **Jurisdiction** - A state, territory or possession of the United States, the District of Columbia, a territory or province of Canada or any state of the Republic of Mexico or the Federal District of Mexico.
12. **Jurisdiction of Record** - The jurisdiction that has issued the last license to a person or if a person has not been issued a license, the jurisdiction of the person's address indicated on the citation or report.
13. **License** - An authorization or privilege to operate a motor vehicle pursuant to the laws of a jurisdiction that is recognized by all member jurisdictions.
14. **Licensing Authority** - The entity responsible for administering the driver licensing laws of the member jurisdiction.
15. **Member Jurisdiction** - A jurisdiction that has entered into the Agreement.
16. **Withdrawal** - The suspension, revocation, cancellation, disqualification or denial of a license or of the privilege to operate a motor vehicle or to obtain a license.

## **Article II Driver Control**

- A. A member jurisdiction shall not issue a license to a person unless it or another jurisdiction has utilized a recognized verification process to identify the applicant, as specified in the Rules; and
- B. A member jurisdiction shall not issue a license to a person unless it has determined that the person's license is not withdrawn by any other member jurisdiction, as evidenced by the Driver Control Record, for convictions or administrative actions, as specified in the DLA Code, including failures to comply. If the license is withdrawn in a jurisdiction for medical reasons, the new JOR is not precluded from issuing a license to the applicant pursuant to its laws and regulations.
- C. Except as provided in paragraph E of Article IX, a licensing authority may, but is not required to, issue a license after the expiration of five years from the effective date of the most recent withdrawal.
- D. In the case of a withdrawal for failure to comply, a licensing authority may, but is not required to, issue a license to the applicant if it is satisfied that the applicant has made all reasonable efforts to comply but has been unable to do so.
- E. A withdrawal of a commercial driver license shall not preclude the issuance of a non-commercial driver license unless such withdrawal is based on conduct which would have resulted in the withdrawal of a non-commercial driver license.
- F. If an applicant is the holder of a license issued by another jurisdiction, no member jurisdiction shall issue a license to the applicant unless the applicant surrenders the license.
- G. The Jurisdiction of Record shall maintain the Driver Control Record for any person who is issued a license by that jurisdiction. No member jurisdiction shall create a Driver Control Record for a person for whom a Driver Control Record already exists.
- H. If a person has not been issued a license, the jurisdiction of the person's address indicated on the citation or report shall create and maintain a record, until such time as a jurisdiction shall issue a license to such person. At the time of licensure by a jurisdiction, all other jurisdictions maintaining records shall transfer the information specified in paragraph J of this article to the licensing authority in accordance with the provisions of the Agreement.
- I. The Driver Control Record shall be transferred to the licensing authority of a member jurisdiction within 30 days of receipt of notification of issuance of a license.

- J. The Driver Control Record shall include at a minimum:
1. full legal name and name history;
  2. birth date;
  3. gender;
  4. driver license number
  5. Social Security number or comparable identifying number (when available);
  6. any other unique identifier;
  7. address;
  8. the date the last license was issued and the expiration date;
  9. withdrawal information;
  10. accident information (when available);
  11. convictions and administrative actions as specified in the DLA Code, with dates of offense and conviction or administrative action;
  12. driver license restrictions, classes and endorsements;
  13. medical restrictions and conditions (when available); and
  14. for each identification card issued, the jurisdiction that issued the card, the date of issuance and expiration, and the card number, if any.
- K. The Jurisdiction of Record shall take any action permitted by the jurisdiction's laws and regulations against any person for whom it maintains the Driver Control Record upon notification of a conviction or administrative action as specified in the DLA Code which occurred in another member jurisdiction.
- L. When a license has been withdrawn for the period of time specified by the Jurisdiction of Record and the person applies for a license from another member jurisdiction, the new jurisdiction may issue a license to that person notwithstanding the person's failure to fulfill the reinstatement requirements of proof of financial responsibility and alcohol or drug education or treatment programs of the previous Jurisdiction of Record. If that person returns to the previous Jurisdiction of Record, and

applies for a license, the jurisdiction may impose any reinstatement requirement permitted by the laws of the jurisdiction.

M. Except as provided in paragraph D of Article IX, nothing in the Agreement shall be construed to prohibit a jurisdiction from maintaining its own driver records on any person and taking withdrawal actions permitted by the jurisdiction's law on any conduct occurring within that jurisdiction.

### **Article III Identification Cards**

The licensing authority of a member jurisdiction that issues identification cards shall:

1. Only issue an identification card that meets the security standards required for licenses under Article IV;
2. Verify the identity of the applicant for an identification card in the same manner as required for issuance of a license and determine if there is a Jurisdiction of Record for the applicant;
3. Report to the Jurisdiction of Record, if any, within 30 days of such action, the following information:
  - a. full legal name and name history;
  - b. birth date;
  - c. gender;
  - d. address;
  - e. Social Security number, if any;
  - f. any other unique identifier;
  - g. the jurisdiction that issued the identification card;
  - h. the date of card issuance and expiration;
  - i. the card number if any; and
  - j. the date of cancellation, if any.
4. Maintain a record for the applicant that includes, at a minimum:
  - a. full legal name and name history;
  - b. birth date;
  - c. gender;
  - d. address;
  - e. Social Security number, if any;
  - f. any other unique identifier;
  - g. the jurisdiction of record, and driver license number if any;
  - h. the date of card issuance and expiration;
  - i. the card number if any; and
  - j. the date of cancellation, if any.



## **Article IV Document Security and Integrity**

A member jurisdiction shall, as specified in the rules:

1. Train its employees and agents to recognize and detect fraud;
2. Maintain internal controls to identify and minimize fraud;
3. Assign a unique identifier to each person issued a license or identification card;  
and
4. Incorporate security and design elements into each license or identification card issued.

## **Article V Membership and Administration of Agreement**

### **A. Membership**

1. Any jurisdiction is eligible for membership in the Agreement.
2. A jurisdiction that desires to become a Member jurisdiction but is unable to submit its Notice of Joinder, may file with the Board a written declaration of intent to become a member. When a declaration of intent to become a member is accepted by the Board, the jurisdiction shall become a Pending Member.
3. The Board shall accept a declaration of intent if it is submitted by an authorized official and states that the jurisdiction intends to pursue all actions necessary on its part to qualify for full membership, within the time prescribed and approved by the Board.
4. A Pending Member, unless it withdraws in writing its intent to join the Agreement, shall file a Notice of Joinder in accordance with Article VI within five years of the date of acceptance by the Board of its declaration of intent.
5. A Pending Member shall not have the powers, privileges or obligations of full membership but shall be permitted to participate in all activities and meetings associated with membership in the Agreement, exclusive of voting privileges.”
6. Each member jurisdiction shall have equal rights and privileges and shall be entitled to one vote.
7. Member jurisdictions shall have the power to:
  - a. designate its administrator in accordance with its laws or rules and regulations;
  - b. elect the members of the Board;
  - c. adopt rules and bylaws not inconsistent with the provisions of the Agreement;
  - d. amend the Agreement;
  - e. establish dues necessary to support the administration of the Agreement.

### **B. Administration of the Agreement**

1. The Board shall consist of a Chair, a Vice Chair, the immediate past Chair of the Board and a representative of each of the regions as defined by the American Association of Motor Vehicle Administrators, each representative being elected by the member jurisdictions of the respective region.

2. The Board shall have the power to:
  - a. conduct any business and undertake any actions necessary for the administration of the Agreement;
  - b. establish and amend the DLA Code;
  - c. determine whether an applicant jurisdiction is capable of complying with the Agreement and upon satisfactory determination of the ability to comply, approve the Notice of Joinder;
  - d. approve exceptions to the Agreement;
  - e. review and approve a jurisdiction's classification of convictions and administrative actions as conduct that is substantially similar to those specified in the DLA Code;
  - f. monitor compliance with the Agreement, conduct investigations, hold hearings, resolve disputes and impose sanctions as specified in the rules;
  - g. interpret the Agreement;
  - h. establish record keeping and reporting requirements;
  - i. formulate all necessary procedures and develop uniform forms and documents for administering the provisions of the Agreement;
  - j. accept, utilize and dispose for any of its purposes and functions under the Agreement any donation, grant of money, equipment, supplies, materials and services.

## **Article VI Agreement Entry and Withdrawal**

A. A jurisdiction may enter the Agreement upon submission of a Notice of Joinder signed by the authorized official of the applicant jurisdiction and approved by the Board. The Notice of Joinder shall be accompanied by a list of the jurisdiction's convictions and administrative actions, and shall include, but not be limited to, statements that in substance are as follows:

1. reference to the authority by which the applicant jurisdiction is empowered to become a member jurisdiction;
2. agreement to comply with the provisions of the Agreement, as well as the rules and bylaws adopted thereunder;
3. agreement to submit to and fully cooperate with such compliance review, dispute resolution process and interpretation of the Agreement as may be conducted or issued by the Board.
4. agreement that the applicant jurisdiction will reciprocate with all member jurisdictions and with any jurisdiction that subsequently becomes a member jurisdiction; and
5. list and explain any proposed exceptions to the Agreement.

B. The effective date of entry shall be specified by the applicant jurisdiction. It shall not be less than 60 days from the date the Notice of Joinder is approved by the Board.

C. A member jurisdiction may withdraw from the Agreement by giving written notice to the Board. Upon receipt of the notice of withdrawal from the Agreement, the Board shall notify all member jurisdictions. Withdrawal of the jurisdiction's membership shall not take effect until at least 90 days after notice has been given to the Board. A member jurisdiction's withdrawal from the Agreement shall not affect the validity of the Agreement.

## **Article VII Amending Process**

A. The Board, of its own initiative or upon request of any member jurisdiction in good standing, may submit a proposed amendment to the Agreement. A proposed amendment shall be submitted in the format specified in the rules. If an amendment is proposed by a member jurisdiction, the amendment shall be accompanied by the support of a second member jurisdiction.

B. Upon receipt of a proposed amendment, the Board shall review the proposal at its next scheduled meeting to determine that it is in the proper format and if so, shall send the proposed amendment for comment to the membership within 60 days after the adjournment of that meeting.

C. Member jurisdictions shall respond by ballot to any proposed amendment within the date specified by the Board in accordance with the rules.

D. Failure of any member jurisdiction to respond by ballot on a proposed amendment within the date specified by the Board shall constitute an abstention.

E. All amendments must be approved by at least two-thirds of the member jurisdictions in good standing.

F. Amendments to the Agreement shall become effective and binding on the member jurisdictions 60 days after approval, unless otherwise specified in the proposal.

## **Article VIII Driver License Agreement (DLA) Code**

A. The intent of this article is to identify the kinds of offenses reflecting conduct to be reported under the Agreement. The Driver License Agreement (DLA) Code shall contain each offense pertaining to the unsafe operation of a motor vehicle including, but not limited to, convictions and administrative actions relating to:

1. operation of a motor vehicle at or above a specified blood alcohol concentration or while under the influence of alcohol or drugs or a combination thereof or any refusal to submit to a required chemical test for alcohol or drugs or a combination thereof ;
2. manslaughter involving a motor vehicle, vehicular homicide, vehicular assault or any other similar conviction or administrative action;
3. a felony in the commission of which a motor vehicle was used;
4. leaving the scene of an accident or failing to stop and render aid in the event of a motor vehicle accident or collision resulting in the death or personal injury of another or similar conviction or administrative action;
5. driving while unlicensed or while the license is suspended, revoked or canceled;
6. driving over a prescribed or posted speed limit;
7. failure to obey a red light, stop sign or flashing yellow light;
8. improper passing while operating a motor vehicle or following too closely to another vehicle;
9. improper or unsafe turning movements of a vehicle;
10. failure to yield when required;
11. unsafe or hazardous stopping of a motor vehicle;
12. failure to stop for a school bus with its flashing lights in operation;
13. those required to be reported by federal law;
14. reckless, careless or negligent operation of a motor vehicle;
15. the functional ability to safely operate a motor vehicle;

16. driving without insurance, failure to provide adequate security following an accident or failure to satisfy a judgment following an accident;
17. use of seat belts and child safety restraints;
18. to display, cause or permit to be displayed or have in unlawful possession any surrendered, canceled, revoked, suspended, fictitious, fraudulently altered or fraudulently obtained driver's license or identification card; and
19. to provide a false or fictitious name or date of birth to any police officer or in any application for a driver license or identification card, knowingly make a false statement, knowingly conceal a material fact, or otherwise make a misrepresentation in any such application.

B. The licensing authority shall obtain from every court, tribunal or agency within its jurisdiction, conviction and administrative action information for offenses specified in the DLA Code.

## **Article IX Failure to Comply**

- A. This article applies only to those offenses specified in the DLA Code.
- B. A law enforcement officer or judicial official issuing a citation to a person licensed by another member jurisdiction shall not require the person to post collateral or bond to secure the person's appearance. However, collateral or bond may be required:
1. if the jurisdiction in which the person is cited imposes a mandatory court appearance for all persons charged with the offense for which the person is cited; or
  2. if the offense for which the person is cited is one for which withdrawal of the person's license is mandatory.
- C. When a person who has been issued a citation by a member jurisdiction fails to comply with the terms of the citation, the court, tribunal or agency having jurisdiction over the citation shall submit to the administrator for the member jurisdiction in which the offense occurred, a notice that the person has failed to comply.
- D. Upon receipt of a notice of failure to comply, the jurisdiction that issued the citation shall not withdraw the license and shall notify the Jurisdiction of Record, in accordance with the rules.
- E. Upon notification, the Jurisdiction of Record shall notify the person and shall withdraw the license. Except as provided in paragraph D of Article II, a withdrawal of a license under this Article shall continue until the Jurisdiction of Record receives satisfactory evidence of compliance from the person or the jurisdiction that issued the citation.
- F. No notification of failure to comply shall be transmitted to the Jurisdiction of Record more than six months after the date the court, tribunal or agency determines the person has failed to comply.



## **Article X Information Exchange**

A. The licensing authority of the Jurisdiction of Record shall give the same effect to the conduct reported to it under the Driver License Agreement as it would if such conduct had occurred in the Jurisdiction of Record. If the laws of the Jurisdiction of Record do not provide for offenses denominated or described in precisely the words employed in the statute of the reporting jurisdiction, the Jurisdiction of Record shall construe such denominations and descriptions as being applicable to and identifying those offenses concerning conduct of a substantially similar nature set forth in the laws of the Jurisdiction of Record. The laws shall be broadly construed so that full force and effect is given to this section.

B. The licensing authority of a member jurisdiction shall report to the licensing authority of the Jurisdiction of Record within 30 days of receipt each conviction and administrative action as designated in the DLA Code, as well as failures to comply. Such report shall identify the person involved and shall include any other information as may be specified in the rules.

C. All information required to be exchanged by the Agreement shall be complete and accurate and transmitted by electronic or other means in a manner that is secure and intelligible, as may be specified in the rules.

D. A jurisdiction receiving information transmitted in an electronic format may provide for the elaboration or translation of coded information or its compression or encryption as necessary for any authorized or lawful use.

## **Article XI Evidence**

A. A copy of a record of any conviction, administrative action, license and identification card issuance, withdrawal or status, transmitted and received by electronic means or other means, when certified, shall be admissible in evidence in all courts and administrative proceedings without further proof. Such evidence shall constitute proof of the facts contained therein, in the absence of evidence to the contrary. Contrary evidence shall be limited to clerical and identification errors.

B. Any duplicate, photocopy, microfilm or electronically digitized copy or reproduction of a record, when satisfactorily identified, shall be deemed an original and shall be admissible in evidence in all courts or administrative proceedings without further proof.

C. A record may be certified by electronic means in an electronic format. Such record may, when permitted by jurisdictional law, be filed in a court or administrative proceeding by direct electronic transmission and shall be admissible in evidence without further proof. Any record so transmitted and certified shall be proof of the facts contained therein, in the absence of evidence to the contrary.

D. As used in this Article, the term “record” includes, but is not limited to, any papers, documents, facsimile information, micro-photographically stored information, electronically generated or electronically recorded information, or digitized images, deposited or filed with the jurisdiction.

## **Article XII Exceptions**

A. A jurisdiction may propose exceptions for itself to compliance with the Agreement in its Notice of Joinder or at a later time by submitting a written proposal to the Board.

B. An exception to compliance with the Agreement by a particular jurisdiction may be approved by the Board only if it is not detrimental to the underlying principles of the Agreement as expressed in the General Purpose clause. However, no exceptions shall be approved concerning the requirements of Article II (A), exclusive of name collection and electronic verification of information with the issuing authority as well as paragraphs (1) and (2) of Article IV. An exception concerning the requirements of paragraph 4 of Article IV or the electronic verification of information with the issuing authority shall be valid for not more than 12 years.

C. An exception shall become effective 60 days after approval or at a time as may be specified by the Board.

D. Approved exceptions shall be published and distributed to all member jurisdictions. An approved exception will be valid for a period not to exceed five years from the date of its approval unless it is re-approved by the Board prior to its expiration date. The Board may temporarily extend an exception's expiration date.

E. If a jurisdiction no longer requires an exception to the Agreement, it shall notify the Board and request its repeal. The Board shall notify all member jurisdictions that the exception is no longer in effect.

F. Any exception which is not re-approved prior to its expiration date, whose expiration date is not extended, or is repealed because it is no longer required by a jurisdiction, will be of no force and effect.

### **Article XIII General Provisions**

A. The Agreement shall be liberally construed to effectuate the purposes stated herein.

B. The provisions of the Agreement shall be severable and if any phrase, clause, sentence or provision of the Agreement is declared to be contrary to the constitution or laws of any member jurisdiction, or is otherwise inapplicable to any government agency, person or circumstances, the Agreement shall remain in full force and effect as to the remaining jurisdictions. As to the jurisdiction affected by such determination, all other provisions of the Agreement remain in full force and effect.

C. The Agreement does not create rights for a driver or other person or a standard of care in any legal or evidentiary sense. Any violation of the Agreement shall not be a defense in any criminal, civil, or administrative proceeding. Remedies for violations of the Agreement shall be limited to those authorized by the Agreement.

## **Article XIV Transitional Provisions**

- A. The Joint Executive Board of the Driver License Compact and the Nonresident Violator Compact shall serve as the Initial Board.
- B. Members of the Initial Board may exercise the powers given to the Board in paragraph B 2 of Article V of the Agreement. The Initial Board may also exercise the powers of the member jurisdictions to adopt rules, bylaws and procedures.
- C. The Agreement shall become effective on the date of entry of any two or more applicant jurisdictions. The Initial Board will cease to exercise any powers granted under the Agreement whenever two or more applicant jurisdictions from each region as defined by the American Association of Motor Vehicle Administrators have become member jurisdictions of the Agreement or at such later date as is mutually agreed upon by the membership.
- D. Any action taken under the Driver License Compact or Non-Resident Violator Compact or under any other agreement shall not be affected or terminated by this Agreement, except that any action or provision that conflicts with the Agreement shall be superseded by entry into the Agreement.
- E. A member jurisdiction shall follow the Agreement when dealing with a non-member jurisdiction.