



New Mexico Regulation and Licensing Department
BOARDS AND COMMISSIONS
Toney Anaya Building ▪ 2550 Cerrillos Road ▪ Santa Fe, New Mexico 87504
Information (505) 476-4500 ▪ Direct (505) 476-4508 ▪ Fax (505) 476-4511

Electronic Data Purchase Agreement
(10/03/2019)

Michelle Lujan Grisham
GOVERNOR

Marguerite Salazar
SUPERINTENDENT

Claudia Armijo
DEPUTY
SUPERINTENDENT

Daniel Rubin
GENERAL COUNSEL

Priscilla Garcia
DIRECTOR

(Requestor)

has requested a copy of the license database, hereafter the "License Database File." The New Mexico Regulation and Licensing Department (Department) may authorize the use of electronic data. The Requestor and the Department are hereafter collectively referred to as "the Parties."

NMSA 1978, Section 14-3-15.1(C) provides that the Department "may authorize a copy to be made of...a computerized database" if the party requesting the information agrees:

- (1) not to make unauthorized copies of the database;
- (2) not to use the database for any political or commercial purpose unless the purpose and use is approved in writing by the state agency that created the database;
- (3) not to use the database for solicitation or advertisement when the database contains the name, address or telephone number of any person unless such use is otherwise specifically authorized by law;
- (4) not to allow access to the database by any other person unless the use is approved in writing by the state agency that created the database; and
- (5) to pay a royalty or other consideration to the state as may be agreed upon by the state agency that created the database.

1. Department Responsibilities

- a. The Department shall provide to Requestor, a copy of the License Database File.
- b. The Department approves the use of the License Database File as described in Section 2. below.
- c. **WARRANTY DISCLAIMER:** INFORMATION SUPPLIED TO THE DEPARTMENT BY INDEPENDENT EXTERNAL SOURCES IS BELIEVED TO BE RELIABLE, BUT NO RESPONSIBILITY IS ASSUMED BY THE DEPARTMENT OR ITS AGENTS FOR ERRORS, INACCURACIES, OR OMISSIONS. THE DEPARTMENT FURTHER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE DATABASE AND THE INFORMATION CONTAINED THEREIN.

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

2. Requestor Responsibilities

- a. Requestor will use the License Database File for the following political or commercial purpose as approved by the Department:
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- b. Requestor will allow access to the License Database File by any other person(s), identified below, as approved by the Department:
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- c. NMSA 1978, Section 14-3-15.1(D) addresses the penalties for unauthorized use of state agency database information; Requestor understands and recognizes these penalties.

- d. Requestor shall remove from its database or correct a record in its database, upon written notification by the Department that a record was created in error or that certain data elements on a record were entered in error.

- e. Except as set forth in this Electronic Data Purchase Agreement, Requestor shall not allow access to the license database files by any other person or entity, unless the access is requested in writing by Requestor, and approved in writing, by the Department.

- f. Requestor shall indemnify and hold harmless the Department against any liability, claims, damages, losses or expenses (including but not limited to fees paid to attorneys, court costs and the fees paid to attorneys of appellate proceedings) arising out of, relating to, or resulting from the use of the License Database File or for errors, inaccuracies or omissions in the information contained in the License Database File.

- g. Requestor agrees not to:

- i. make unauthorized copies of the license database or any part thereof;
- ii. use the License Database file for any political or commercial purpose; and
- iii. use the License Database file solicitation or advertisement.

- h. Requestor agrees not to transfer or assign any interest in the License Database File without prior written approval of the Department.

3. Terms and Conditions

- a. This Data Purchase Agreement incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter herein, and all such covenant agreements and understandings have been merged in to this written Data Purchase Agreement. No prior agreements or understandings, verbal or otherwise, of the Parties or their agents shall become valid or enforceable unless embodied in this Data Purchase Agreement.

- b. This Electronic Data Purchase Agreement shall not be altered, changed or amended except by an instrument in writing and executed by the Parties.
- c. The laws of the State of New Mexico shall govern this Data Purchase Agreement.
- d. Requestor agrees to pay a royalty fee of _____ (\$ _____) per License Database File. The Parties agree, all fees are non-refundable.
- e. Upon return of this Electronic Data Purchase Agreement with a check payable to the New Mexico Regulation and Licensing Department in the amount of, _____ (\$) the Department will arrange for the extraction of the requested License Database File and will deliver the file to the Requestor's contact, via U. S. mail or electronic mail as directed by the Requestor.

By signing below, the authorized Requestor representative hereby agrees to the terms and conditions set forth in this document.

Regulation and Licensing Department

2550 Cerrillos Road
 Santa Fe, New Mexico 87505

By: _____
 Signature of Department Official _____
 Date

_____ _____
 Printed Name Title

REQUESTOR INFORMATION:

Company or Requestor Name: _____
 Contact Name: _____
 Address: _____
 City, State & Zip Code: _____
 Telephone Number: _____ Email Address: _____

 Signature _____
 Date

_____ _____
 Printed Name Title

File: RLD Records Management
 RLD Office of General Counsel