



STATE OF CALIFORNIA  
**Franchise Tax Board**

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

\_\_\_\_\_  
*Addressee's Name*

\_\_\_\_\_  
*Business Name*

\_\_\_\_\_  
*CTP ID 3 Digit Number*

\_\_\_\_\_  
*Street Address or PO Box*

\_\_\_\_\_  
*City, State ZIP Code*

\_\_\_\_\_  
*Telephone number*

\_\_\_\_\_  
*Fax number*

\_\_\_\_\_  
*E-mail Address (Required)*

**SUBJECT: Proprietary Tax Table Formulas and Earned Income Tax Credit (EITC) Computation**

This Agreement is entered into by and between the Franchise Tax Board, hereinafter referred to as FTB, and the \_\_\_\_\_, hereinafter referred to as \_\_\_\_\_ or the Company. *(Name of Company)* *(Company Acronym)*

FTB and the Company are also each referred to as “party” and, collectively, as “parties.”

**Purpose:**

This Agreement is established for the purpose of FTB providing \_\_\_\_\_ the tax table formulas and EITC computation to be used specifically for the purposes of software development with the intent of increasing the accuracy of electronically filed tax returns.

The Agreement identifies the respective parties and their responsibilities. Both parties will abide by all provisions of this Agreement.

**Legal Authority:**

Revenue and Taxation Code sections 18621, 18621.5, and 19851.

**FTB's Responsibilities:**

1. FTB agrees to provide a copy of the tax table formulas and EITC computation via the State Exchange System (SES) to \_\_\_\_\_ upon receipt of this signed Agreement.
2. FTB provides no assurance as to the accuracy of the information provided, including the tax table formulas and EITC computation, and assumes no liability for any damages incurred in connection with use of the information by \_\_\_\_\_ or any third party.

**The Company's Responsibilities:**

1. \_\_\_\_\_ agrees to use the tax table formulas and EITC computation file provided by FTB only for the purposes of software development and ultimately to enhance the accuracy of returns

filed electronically. The Company specifically acknowledges and agrees that information provided by FTB under this Agreement is proprietary and confidential to FTB and is provided for the limited purposes set forth in this Agreement, and that the Company will treat such information with at least the same levels of protection that it employs for its own proprietary and confidential information.

2. \_\_\_\_\_ agrees not to reproduce, sell, distribute, or otherwise use the tax tables formulas or EITC computation provided under this Agreement for any purposes other than those set forth in this Agreement.

3. \_\_\_\_\_ certifies that it has appropriate systems and controls in place to ensure that the information being provided by FTB will be used only for the purposes provided.

4. \_\_\_\_\_ shall indemnify, defend and save harmless FTB from any and all claims, lawsuits, attorney's fees, costs, damages and losses resulting from the Company's use of or reliance on the tax table formulas or EITC computation provided by FTB under this Agreement, including claims by third parties related in any way to \_\_\_\_\_'s use or receipt of the tax table formulas or EITC computation.


**Special Terms and Conditions:**

1. DATA OWNERSHIP: The confidential and sensitive information being provided under this Agreement remains the property of FTB. The receiving party shall have a non-exclusive right to use the information for the purposes stated in this Agreement.
2. This Agreement does not affect the Company's obligations under State Exchange System (SES) – Agreement to Comply with FTB Pub. 1098, Annual Requirements and Specifications for the Development and Use of Substitute, Scannable, Absolute Positioning, and Reproduced Tax Forms, and is supplemental to the FTB 1098 publication requirements.
3. DESTRUCTION OF RECORDS: All records received by the Company under this Agreement, and any database(s) created, copies made, or files attributed to the records received, shall be destroyed when they are no longer needed for the business purpose for which they were obtained. The records shall be destroyed in a manner to be deemed unusable or unreadable, and to the extent that an individual record can no longer be reasonably ascertained.

**APPROVALS:**

A faxed signed copy of this Agreement shall be considered to be and treated as an original. The person signing this Agreement represents that they have authority of the Company to execute this Agreement and bind the Company to its terms.

Franchise Tax Board

  
\_\_\_\_\_  
Melanie Ortega, Disclosure Officer  
Franchise Tax Board

\_\_\_\_\_  
Date

Signature

\_\_\_\_\_  
Authorized Signer Name

\_\_\_\_\_  
Authorized Signer Title

\_\_\_\_\_  
Date