



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 Agreement

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

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 the legal and confidentiality provisions of this Agreement.

Legal Authority:

Revenue and Taxation Code sections 18621 and 18621.5

FTB Responsibility:

1. FTB agrees to provide a copy of the tax table formulas and EITC computation via Secure Web Internet File Transfer (SWIFT) 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.

Company Responsibility:

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. 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 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 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 sensitive information being provided under this Agreement remains the property of the 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, 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 he or she has authority of the Company to execute this agreement and bind the Company to its terms.

Franchise Tax Board

Candie Malone

Candie Malone, Disclosure Officer
Franchise Tax Board

Date

Signature

Authorized Signer Name/Title

Date