

**WISCONSIN TAX PROCESSING  
SALES TAX E-FILING AGREEMENT FOR FILE TRANSMISSIONS**

THIS AGREEMENT is made between the State of Wisconsin, hereinafter the "State," represented by its Department of Revenue, hereinafter called "the Department", or "DOR" and (NAME OF COMPANY), hereinafter called "the Company". (Collectively referred to as "the Parties.")

WHEREAS, the Department deems it advisable to cooperate with the Company to enhance service available to sales tax payers;

WHEREAS, the Company has expressed its willingness to cooperate with the Department to make electronic filing of Wisconsin sales and use tax returns easily accessible to taxpayers;

NOW, WHEREFORE, in consideration of the benefits to both the Company and DOR resulting from an increase of electronically filed sales and use tax returns, the Parties have reached this Agreement to document the intent of the Parties and the extent and terms of their cooperation with each other.

This Agreement is effective on the last date it is signed by either party.

By signing below the Parties agree to the terms of this Agreement.

For: **(COMPANY NAME)**

For: **STATE OF WISCONSIN  
Department of Revenue**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Cheryl Sullivan

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

Title: Director, Tax Processing

Address: \_\_\_\_\_

Address: P.O. Box 8903, MS 3-258

\_\_\_\_\_

Madison, WI 53708-8903

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

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

I. General Standards

- A. Best Professional Standards. The Company shall provide the electronic filing services set forth below in accordance with the best professional standards. By signing this Agreement, the Company agrees that its electronic filing services will utilize only timely and tested products.
- B. Legal Relations.
1. The Company and the Department agree that neither is the employer of the other, and that neither the Company nor the Department is the agent, contractor or representative of the other.
  2. This Agreement does not in any way limit or preclude the Department from entering into similar relationships with other entities.
- C. Agreement Administrator. Cheryl Sullivan shall monitor and direct the performance under the Agreement on behalf of the State. All written notices referred to in this Agreement shall be sent to the Agreement Administrator.

Cheryl Sullivan, Director, Tax Processing  
E-mail Address: csulliva@dor.state.wi.us  
Phone: (608) 267-5190  
Postal Address: 2135 Rimrock Road  
P.O. Box 8903, MS 3-258  
Madison, Wisconsin 53708-8903

- D. Effective Date. When the Agreement has been signed by both Parties, the Agreement is in effect.
- E. Duration of the Agreement. This Agreement will continue until the Agreement is terminated pursuant to section F. Termination of Agreement. Any modifications to this Agreement must be made in writing and signed by both Parties.
- F. Termination of Agreement. Either the Department or the Company may terminate this Agreement at any time without penalty in its sole discretion by delivering written notice to the other Party.
- G. Right to Advertise. The Company shall not refer, in advertising, marketing materials or press releases to this Agreement or to DOR's e-filing programs, including sales file transmissions, without the prior written approval of the Department.
- H. Entire Agreement: This Agreement constitutes the entire Agreement of the Parties and all other representations or prior discussions are replaced by this Agreement. The Company agrees to meet all standards set forth in this Agreement or any referenced, attached or later developed specifications for the entire duration of the Agreement.

II. SCOPE OF COOPERATION. The Company agrees to the following:

A. Cooperation with Sales Tax Software Providers for e-filing of sales tax returns.

It is the goal of the Wisconsin Department of Revenue to provide Wisconsin taxpayers with as many electronic filing options as feasible to maximize the total number of e-filed sales tax returns. The DOR embraces a policy to work with the commercial software developers, providers, transmitters and the professional tax preparers to achieve the following goals:

- Maximum number of e-filed returns as soon as possible
- Minimum cost to the citizens of Wisconsin
- Minimum resources expended by Wisconsin

- Maximum quality in delivering error-free returns
- Maximum satisfaction by electronic filers
- Optimal choices, information and customer service for taxpayers

In order to achieve the stated goals, DOR is committed to communicate the various options available to taxpayers and to work closely with the Company to make the file transmission marketing plan as successful as possible.

The Company will provide to DOR a product description in Exhibit A detailing its tax preparation and e-file services. The DOR, in its sole discretion, may disseminate in a manner that it deems appropriate some or all this information as a public service to taxpayers and tax professionals. To minimize taxpayer service requests to the DOR, a hyperlink will be provided to the Company's website from the DOR public website, if the standards of this Agreement are met.

B. The Company's Responsibilities.

Before receiving the Department's cooperation, described in section II C below, the Company must meet each of the following requirements:

1. Present a test acknowledgement from the DOR's File Transmission process.
2. Comply with the File Transmission Project schemata and technical standards as stated on the following DOR website: <http://www.dor.state.wi.us/eserv/file/index.html>
3. Be in good standing and remain in good standing with DOR with respect to business and personal tax liabilities. DOR will review business and personal records annually to verify compliance. Company is required to notify DOR of changes in corporate officers.
4. Maintain an average e-file return acceptance rate of 98% or more. Acceptance rate is defined as the rate at which returns are accepted as filed with the DOR. If the acceptance rate falls below 98% during the first 30 days of the Company's implementation, DOR, before terminating the Agreement, will give the Company a reasonable opportunity to remedy the cause of the problem and achieve an acceptance rate of at least 98%, providing that Company is exercising due diligence to resolve any problems.
5. Make a reasonable effort to notify DOR in a timely manner of problems impacting the ability of taxpayers to prepare, electronically file and pay tax returns from the Company's website or using the Company's software.
6. Make a reasonable effort to notify DOR in a timely manner of changes to its products' functions or features if said functions or features are described on DOR website or in DOR printed materials.
7. Provide information and branding within its product that clearly identifies it as a product of the Company. In recognition of the mutual benefits resulting from this Agreement, the Company will permit DOR to use without cost any trademarks or trade names provided to DOR within the limits of this Agreement.
8. Ensure that Company representatives remain enrolled with accurate e-mail addresses on the DOR dorsales e-mailing list as described at <http://www.dor.state.wi.us/html/dorsales.html>.
9. In handling information provided by taxpayers, the Company will observe the confidentiality requirements of section 77.61(5)(a), Wis. Stats.

C. The Department's Cooperation with the Company

The Department's cooperation with the Company will consist of the following:

1. Will provide a hyperlink from its public website to the Company's website.

2. Will include the Company's information in DOR's promotion activities relating to file transmissions of sales and use tax returns. When the Company's information is included, DOR will provide details about functionality and features to inform filers of all DOR's sales tax electronic filing and payment options. This information will be available in, but is not limited to:
  - a) Mandate letters, unless DOR postage costs will increase
  - b) Web content, links and navigation
  - c) Media announcements and articles
  - d) Presentations to filers, community groups, and practitioners
  - e) Public announcement and events
  - f) DOR banners or signage to promote file transmissions
3. Will allow Company to attend DOR press conferences to promote sales file transmissions and payment, and public-private cooperation.
4. Will allow Company to advertise or place information promoting file transmissions and e-payment in:
  - a) DOR Instructions, Tax Bulletins, newsletters, or other publications, providing cost is not significantly increased.
  - b) Articles for trade publications promoting the public-private agreement, subject to DOR pre-approval.
5. Will make a reasonable effort to provide notification to the Company in a timely manner regarding matters that impact file transmissions of sales tax returns. Such notifications will include, but are not limited to:
  - a) Server outages.
  - b) Technical changes, deadlines, and deliverables.
  - c) Ability to process test files.
  - d) When communicating proposed actions that may substantially affect filers.

DOR will use the dorsales e-mailing list to notify Company representatives enrolled on said listserv during normal DOR business hours, which are Monday through Friday between 8 a.m. and 4:30 p.m., Central Time. The Company is responsible for ensuring that they remain enrolled on the dorsales e-mailing list.

6. The nature and extent of the Department's promotional activities is within the sole discretion of the Department.
7. The Department may reach similar cooperation agreements with other electronic filing service providers and may inform the public of the electronic filing services offered by other providers. The Company does not have the right to exclusive placement of its trademarks or tradenames in any DOR publications or other written materials, such as press releases, or on the DOR website.
8. The Department, in its sole discretion, may withdraw some or all of its cooperation if it decides that its cooperation with the Company has not been effective in encouraging taxpayers to file sales and use tax returns electronically.

#### D. Required Information.

The Company must provide to DOR the following information in Exhibit A regarding the Company's product:

1. Company name, address and Federal Employer Identification Number (FEIN).
2. Name of e-file product(s).

3. Home Page URL to which WDOR will link.
4. Contact information (name, e-mail and postal addresses, phone number) for the Company regarding this program.
5. Person who has authority to receive all written notices required by this Agreement.
6. Corporate officer information (names, positions, postal addresses, and social security numbers).

**EXHIBIT A**  
**COMPANY & PRODUCT INFORMATION**

1. Company name: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Employer Identification Number (FEIN): \_\_\_\_\_

2. Name of e-file product(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Home Page URL to which the DOR may link.

\_\_\_\_\_

4. Company contact regarding this program is:

Name: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Postal Address: \_\_\_\_\_

5. Company contact with authority to receive all written notices required by this Agreement is:

Name: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Postal Address: \_\_\_\_\_

**EXHIBIT A CONTINUED**

**COMPANY & PRODUCT INFORMATION**

6. Corporate Officer(s) – Provide a list of names, corporate positions, postal addresses, and social security numbers.

| OFFICER NAME | CORPORATE POSITION | ADDRESS | SS # |
|--------------|--------------------|---------|------|
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