Arizona

Memorandum of Understanding
For TPT E-File Provider

TPT E-File Coordinator
AZtptfilesupport@AZDOR.gov

FOR DIRECT TRANSMISSION/WEB UPLOAD OF TRANSACTION PRIVILEGE/USE TAX RETURNS

-This agreement is intended for software developers and businesses who want to test for TPT e-File with ADOR.

-Software developers must provide all the information requested below before transmissions will be accepted for testing.

-Receipt and acceptance of the required documentation identifies the software developer as interested in participating in Arizona's electronic filing program. It does not represent the acceptance of any software, nor does it confirm the accuracy of any software developed.

-If software developers have multiple products that use the same calculation engine, only one completed form is required, with one software ID.

-If software developers have multiple products that do not have the same calculation engine, please submit a separate (completed) form for each product.

-A company that files on behalf of its company may skip numbers 2, 6, 10, and 12, below. The rest of the requested information must be provided before the business will be accepted for web upload testing.

-Please send the completed MOU via secure email to aztptfilesupport@AZDOR.gov

1. Company Name:

   _____

2. Product Name(s):
   Required from software providers only.

   _____

3. License Type:

STN (Standard License)		MPF (Marketplace Facilitator)
RS (Remote Seller)		MPFAZ (Marketplace- Facilitator- Arizona)
Medical (Marijuana)	Adult Use (Marijuana)	Dual (Marijuana)

4. Forms Supported:

TPT-2	TPT-1V (Payment)	TPT-ES (Estimated Payment)
MET-1 (Marijuana Excise Tax Return)		MET-1V (Payment)

5. Software ID:
   Create a software ID that does not start with zero and has a minimum length of four characters and a maximum length of 10 characters.

   _____

6. Website Address-URL:
   Required from software providers only.

   _____

7. Primary Contact Name:
   Attach document with additional contact information, if any.

   _____

8. Contact's Daytime Phone: _____

9. Contact's Email Address: _____

10. Is your company a member of NACTP?
    Required from software providers only.
    ◯ Yes   ◯ No

11. Estimated Test Start Date: _____

12. IP Address (es): _____

    Required by software providers only. Each address must be unique. No rolling addresses. Please attach document with additional IP addresses, if any.

    _____

    _____

MEMORANDUM OF UNDERSTANDING

Purpose

The purpose of this Memorandum of Understanding ("**MOU**") between the Arizona Department of Revenue ("**ADOR**") and_____ ("**Company**") is to ensure that Company complies with all ADOR practices and policies regarding the bulk transmission or uploading of electronic TPT returns (hereinafter "**TPT e-File**").

State Information

State Name:	Arizona	**Agency Name:**	Department of Revenue
Address:	1600 W. Monroe St.	**City, State, Zip**	Phoenix, AZ 85007

Company Information

Company Name:	_____	**EFIN/ETIN:**	_____
Address:	_____	**City, State, Zip:**	_____
Contact Name:	_____	**Phone:**	_____
EIN:	_____	**Fax:**	_____

Definitions

A Company function in either or both of the following roles when serving its customers:

TPT e-file provider: An authorized state e-file provider that allows clients to self-prepare returns: (a) by entering return data directly into software downloaded from an internet site and prepared offline, or (b) through an online internet site and that allows clients to transmit or upload multiple TPT returns directly to ADOR.

TPT e-file transmitter: An authorized state e-file provider that develops and/or sells software that formats electronic TPT returns according to ADOR specifications and/or transmits multiple electronic TPT returns directly to ADOR.

Duties

Company agrees that it will follow the procedure established by ADOR to obtain approval of its software for TPT e-file before allowing its customers to use it. Upon certification, ADOR will issue Company a vendor key or other secure identifier that will allow Company's software to access ADOR servers. Company agrees to protect this identifier and safeguard it from unauthorized use. Company agrees it will securely and promptly transmit electronic TPT returns created by its clients for filing to ADOR servers. Company further agrees it will ensure its software is consistent with current ADOR schema versions and other ADOR specifications that ADOR may determine from time-to-time, and that it will not make any material changes to its software without obtaining approval.

Use of ADOR servers

Company agrees to access and use ADOR servers only for lawful purposes and not to (i) access, tamper with, or use ADOR servers improperly; (ii) test the vulnerability of ADOR servers or breach or circumvent any security or authentication measures; or (iii) search or attempt to search ADOR servers by any means (automated or otherwise). Company also agrees not to send returns known or reasonably suspected to be altered, deceptive, or false, or to interfere with, disrupt, or attempt to disrupt the access of any other TPT e-file provider or TPT e-file transmitter in any way.

Security

Company agrees it will keep any of its computer systems that connect to ADOR servers up-to-date with the most current versions of anti-virus software and security patches.

Termination

ADOR may immediately suspend or terminate the ability of the Company to access ADOR servers immediately if ADOR determines that Company has violated its obligations under this MOU. For all other situations either party may terminate this MOU at any time by giving at least thirty (30) calendar days' written notice to the other party.

Amendments

No amendment to this MOU shall be effective unless it is in writing and signed by authorized representatives of both parties.

Software Provider Requirements

As a software provider, Company agrees to all of the following:

- Submit software test returns for approval in the form and manner prescribed by ADOR.
- Resubmit software test returns if correcting errors.
- Create and originate all TPT e-file tests that are submitted during the approval process using the actual software.
- Notify ADOR immediately when errors in Company's software affect Arizona taxpayers. Do not submit TPT returns with known errors. Notify your Arizona clients and ADOR as soon as the errors are corrected.
- Provide timely updates, corrections, and technical support for software to ensure the accuracy of Arizona tax returns. Pass testing for each product, according to requirements.
- Transmit/Web Upload client submissions on a regular basis. Notify ADOR and clients if Company is holding any Arizona returns.
- Contact ADOR to address issues, answer questions, and maintain open communication at AZTPTFileSupport@AZDOR.gov.
- Ensure all returns transmitted from Company's software are electronically filed using the approved software or a subsequent product update.

Data Breach Reporting Requirements

In addition to the requirements stated above, all software providers executing this MOU are subject to the data breach security laws set forth in Arizona Revised Statutes (A.R.S.) §§ 18-551 and 18-552. This includes, without limitation, provisions defining personal information and what constitutes a breach as well as notice requirements. In the event of a breach or other security related incidents, the software provider shall notify ADOR by secure email at both of the following addresses: infosec@ADOR.gov and AZTPTFileSupport@AZDOR.gov.

Acknowledgments and Signature

Company agrees to provide correct, accurate, current, and complete information. By signing this agreement, Company agrees to all of the requirements listed in this document. ADOR reserves the right to deny, suspend, or terminate Company's ability to submit returns.

_____ _____ _____ _____

Company Representative   Company Representative   Title   Date
Name   Signature

_____ _____ _____ _____

Agency Representative   Authorized Signature   Title   Date
Name