**Attachment J: DOR Confidentiality Agreement**

**INDIANA DEPARTMENT OF STATE REVENUE**

**CONFIDENTIALITY AGREEMENT**

Indiana Code section 6-8.1-7-1(a) and Chapter 45 of the Indiana Administrative Code, Section 15-7, *et seq*., make all information acquired in administering taxes confidential. Confidential tax information includes, but is not limited to, information obtained in connection with the administration of a tax or information or parameters that would enable a person to ascertain the audit selection or processing criteria of the Department for a tax administered by the Department.

It is the policy of the Indiana Department of Revenue (the “Department”), based upon law, that all information obtained by an employee of a Potential Contractor in the course of providing services to the Department of Revenue shall be considered confidential and shall not be divulged to anyone outside the Department of Revenue.

The Potential Contractor understands and agrees that data, materials, computer system code, and information disclosed to the Potential Contractor may contain confidential, proprietary, and protected information (“State Material”). The Potential Contractor covenants that State Material gathered, based upon or disclosed to the Potential Contractor for the purpose of this Contract, will not be used, nor disclosed to or discussed with third parties without the prior written consent of the State.Except as expressly permitted under this Agreement, Potential Contractor may not:  (i) distribute, disseminate, sublicense, copy, modify, reverse engineer, decompile, translate, disassemble or re-create State Material or allow others to do so or (ii) use the State Material to provide software application services, time-sharing or service bureau services to third parties.

The parties acknowledge that the services to be performed by Potential Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. Any subcontractor or third party to whom the Potential Contractor gives access to any State Material must have a legitimate “need to know” such State Information and shall be bound in writing to maintain the confidentiality of, and not to use, any State Material under terms and conditions less stringent than those set forth in this Agreement. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Potential Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11.  If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Potential Contractor, Potential Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

**Confidentiality Provisions. It is illegal to reveal or browse the following, except as authorized:**

All tax return information obtained in connection with the administration of a tax. This includes information from a tax return or audit and any information about the selection of a return for audit, assessment or collection, or parameters or tolerances for processing returns.

All Indiana Department of Revenue or federal tax returns or tax return information made available, including information marked “Official Use Only”. Tax returns or tax return information shall not be divulged or made known in any manner to any person except as may be needed to perform official duties.

Access to Department or federal tax information, in paper or electronic form, is only allowed for compliance or collection purposes, or otherwise permitted under 45 IAC 15-7-1.

Disclosure of return information to other employees of your department, agency, division or office, must meet statutorily defined criteria and must be required for them to perform their official duties.

Confidential information shall not be disclosed by a department employee to confirm information made public by another party or source which is part of any public record. IC 6-8.1-7-1(a).

**Penalty. Violating confidentiality laws is a felony, with penalties as described:**

**Agency Discipline**

Absence of criminal prosecution does not prevent the Department from pursuing internal sanctions for unauthorized accessing, browsing, or disclosing state or federal tax returns or tax return information.

**Indiana Penalties**

IC 6-8.1-7-1(a) prohibits the disclosure of any Indiana tax return or information contained in a return. Browsing is defined as examining a return or return information acquired without authorization and without a need to know the information to perform official duties. Violators of IC 6-8.1-7-1 are guilty of a Class C misdemeanor and subject to any and all fines and penalties so prescribed. State employees will be immediately dismissed from state service upon conviction.

**Federal Penalties**

If you willfully disclose federal tax returns or tax return information to a third party, you are guilty of a felony with a fine of $5,000 or imprisonment for five years, or both, plus prosecution costs according to the Internal Revenue Code (IRC) §7213, 26 USC 7213.

In addition, inspecting, browsing or looking at a federal tax return or tax return information without authorization is a felony violation of IRC §7213A, 26 USC 7213A, subjecting the violator to a $1,000 fine or imprisonment for one year, or both, plus prosecution costs. Taxpayers affected by violations of §7213A must be notified by the government and may bring a civil action against the federal government and the violator within two years of the violation. Civil damages are the greater of $1,000 or actual damages incurred by the taxpayer, plus the costs associated with bringing the action, 26 USC 7431.

**CERTIFICATION**

I acknowledge that I have read this Agreement, which is intended to help me understand applicable Indiana and Federal law related to the protection of confidential information. I understand that failure to comply with applicable law, including the laws referenced in this Agreement, may subject a violator to criminal and civil penalties.

Company:

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

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

WITNESS

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

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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