

Federal/State Employment Taxes Web Site Link Agreement

I. Introduction

The purpose of this Agreement is to set forth the terms and conditions whereby the Employment Development Department (EDD) will obtain information from the commercial software developers/providers/transmitters (the Participant) regarding the Participant's tax preparation and e-file services. The EDD will disseminate this information as a public service to California taxpayers and tax professionals. To minimize public service requests to EDD, a hyperlink to the Participant's Web site from EDD's Web site (www.edd.ca.gov) will be provided, if the requirements of this Agreement are met.

II. Terms of Agreement

This Agreement is effective for five years from the date of signature by the Participant. This Agreement represents a five-year commitment by both parties.

For purposes of this Agreement, the Participant shall not represent itself as a partner or joint venturer with EDD or State of California to any third party. Any communications to a third party in any way regarding this Agreement and the Participant's participation in obtaining a hyperlink on EDD's Web site, including advertising or press releases, is subject to prior written approval of EDD.

The Participant undertakes this participation with EDD solely at its own expense and own risk.

This Agreement can only be modified in writing signed by the parties, except as otherwise provided in this Agreement.

Either party upon 30 days written notice may unilaterally terminate this Agreement. The parties understand and expressly agree that in the event that either party terminates this Agreement, that neither party has the right to any claim or cause of action, in contract or tort, against the other party, including but not limited to claims for actual or consequential damages, whether foreseeable or unforeseeable, associated with the termination, or for costs based on quantum meruit or any other theory. The EDD, at its sole discretion, may otherwise modify this Agreement upon 30 days written notice to the Participant.

The parties agree that neither party shall make claims or bring any cause of action against the other for any claimed breach, errors, omissions, or negligent acts of the other, in contract or tort or based on any other theory. The Participant shall hold EDD harmless for any claims or causes of action by third parties arising from the Participant's participation in this program, whether in contract, tort, statutory liability or any other cause or theory of liability, including but not limited to claims arising from providing or using information, data, trademarks, logos, or intellectual property.

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The EDD reserves the right to develop software systems for electronic filing.

This Agreement constitutes the entire Agreement of the parties and all other representations or prior discussions are merged in to this Agreement.

The Participant agrees to meet all requirements set forth in this Agreement or any referenced, attached, or later developed specifications.

III. Requirements of Agreement

- A. The EDD agrees to provide a hypertext reference (HREF) link from EDD's Web site to Participant's Web site. For purposes of this agreement, a Web site shall be defined as a presence on the World Wide Web, identified at a minimum by the entity's name and Universal Resource Locator (URL). "Web site link" shall be defined as the Participant's URL, appearing on EDD's Web site and providing a direct link to Participant's Web site. The EDD agrees to place a link from EDD's Web site to Participant's Web site subject to the following conditions:
1. EDD shall provide a Web site link only.
 2. EDD shall have exclusive control over the design and placement of the web site link.
 3. EDD shall prepare, post, and maintain the Web site link.
 4. Participant shall within 48 hours notify EDD in the event Participant ceases to do business. Should Participant cease doing business, EDD shall remove the Web site link.
 5. Participant's Web site shall be configured such that viewers will at all times be able to distinguish the origin of the material presented.
 6. Participant's Web site shall be configured such that viewers shall at all times be able to return to the EDD Web site by using their browser's "back," "history," "go," or similar features.
 7. Participant's participation in this Agreement is voluntary. Participant understands that EDD shall refuse to link or discontinue an existing Web site link to any site which EDD determines to contain inappropriate material. Inappropriate material shall include any material deemed contrary or offensive to EDD.
- B. If EDD finds that the Participant is not adhering to any of the following requirements, EDD may remove the Participant's hyperlink from EDD's Web site without further notice.

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The Participant must:

1. Apply and be accepted in EDD's e-file Program.
2. Keep its hyperlinked e-file site active throughout the term of this agreement.
3. Notify EDD in writing within four hours of problems impacting the ability of taxpayers to prepare and e-file tax returns using the Participant's software.
4. Notify EDD in writing within four hours of any problems impacting the Participant's Web site.
5. Provide the following information on the Participant's Web site.
 - **FEE OPTIONS:** Clear, concise information regarding the cost of tax preparation and e-filing of a tax form.
 - **PRIVACY AND CONFIDENTIALITY:** Clear, concise information regarding privacy and confidentiality that informs the taxpayer to whom the Participant will disclose the taxpayer information and how that information will be used. Include an easy-to-understand, plain-English statement of what the taxpayer is being asked to do, including any request to authorized use of tax information under California law.

IV. Required Information

Provide the following information:

A. Universal URL of the hyperlink: _____

B. Name for **each** product:

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- C. Contact for the Participant regarding this program who has authority to receive all written notices required by this Agreement:

Name:

E-mail address:

Phone:

Address:

- D. The contact for EDD regarding this Agreement is:

Reola Cole

E-mail address: rcole0@edd.ca.gov

Phone: (916) 651-7446

Fax: (916) 319-1750

Address: 800 Capitol Mall, MIC 15A
Sacramento, CA 95814

- E. E-mail the completed Five-Year Participant Agreement form to the Electronic Commerce Section at ecom@edd.ca.gov.
- F. The Signature below on this Agreement constitutes acceptance of the terms of this agreement.

Signature : _____

Title: _____

Date: _____