



**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE GEORGIA DEPARTMENT OF REVENUE
AND**

FOR DATA MATCHING SERVICES

This Memorandum of Agreement for Data Matching Services (hereinafter called “MOA” or “Agreement”) is made and entered into by and between the Georgia Department of Revenue (the “Department”), 1800 Century Blvd. NE, Atlanta, GA 30345 and _____ (“Financial Institution”), headquartered in _____. The Department and the Financial Institution may be referenced herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Department has been charged with administering and enforcing the revenue laws of the State of Georgia pursuant to O.C.G.A. § 48-2-1; and

WHEREAS, pursuant to O.C.G.A. § 48-2-63(b), the Department may request information from financial institutions on not more than a quarterly basis to assist the Department with the identification of assets held by such institutions on behalf of delinquent taxpayers who owe unpaid taxes to the State of Georgia; and

WHEREAS, pursuant to O.C.G.A. § 48-2-63(c), financial institutions doing business in the State of Georgia must, upon such request, submit a report to the Department in the manner prescribed by the Department, including to the maximum extent possible the name, record address, social security number or other taxpayer identification number, account balance, and other electronically available account identifying information for each delinquent taxpayer who maintains an account at the financial institution; and

WHEREAS, pursuant to O.C.G.A. § 48-2-63(d), the Department is authorized to enter into an agreement with financial institutions to develop and operate an automated data exchange to accomplish the provisions of O.C.G.A. § 48-2-63(c); and

WHEREAS, pursuant to O.C.G.A. § 48-2-63(e), the Department is authorized to designate a third-party agent to administer and operate the data exchange between the Department and Financial Institution; and

WHEREAS, the Department has contracted with Informatix, Inc. (“Informatix”) to act as the designated third-party agent to administer and operate the data exchange; and

NOW THEREFORE, for and in consideration of the premises, the mutual promises, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. BASIC AGREEMENT

- A. This MOA is entered into for the purpose of operating the Financial Institution Data Match (“FIDM”) program pursuant to O.C.G.A. § 48-2-63. Financial Institution will participate in the automated exchange of data contemplated by this Agreement that will ultimately result in Financial Institution providing, on not more than a quarterly basis, identifying information for each delinquent taxpayer who maintains an account(s) at Financial Institution, and who owes delinquent taxes (the “Report”).
- B. Financial Institution shall submit the Financial Institution Variable Selection Attachment (“Attachment A”) to the Department within thirty (30) days of the signing of this Agreement.
- C. Financial Institution agrees to match the data file submitted by the Department via Informatix (the “DOR File”) against its own records within thirty (30) days of receipt of the quarterly DOR File and report to the Department its findings in the Report, identifying whether Financial Institution holds an account for any taxpayer listed in the DOR File. Financial Institution may request for an extension of time within which to return the information required. The Department will grant such an extension based on a showing of good cause, and only if the extension is requested by the date on which the reports are due.
- D. The Department and Financial Institution mutually agree to use the FIDM layout. Based on “Multistate Financial Institution Data Match, Specifications Handbook, March 27, 2017”, this will be the “Matched Accounts” method as described in Attachment A.

II. TERM AND TERMINATION

- A. This Agreement will be effective on the date the last Party has executed it (the “Effective Date”) and will continue from year to year until terminated in accordance with the terms of this Agreement.
- B. The Department or Financial Institution may terminate this MOA at any time by giving the other Party at least sixty (60) calendar days’ prior written notice of such termination. Notice is effective from the date sent by facsimile or electronic transmission or, if served by mail, five (5) days from the date of mailing.

- C. If either Party believes there is a pattern of violations of the Agreement by the other Party, that Party's designated point of contact in Attachment A will contact the other Party's designated point of contact to attempt to resolve the issue. If the issue cannot be resolved among the designated points of contact, the issue will be brought to the attention of the Commissioner of the Department, or his/her designee, and the CEO of the Financial Institution, or his/her designee. If the issue remains unresolved, then the Agreement will be terminated by mutual assent.
- D. This Agreement may be immediately terminated by the Department if the Department determines that the Financial Institution has misused any records contained in the DOR File or failed to abide by all the confidentiality and security requirements of this Agreement.
- E. This Agreement shall immediately terminate upon the effective date of any repeal of O.C.G.A. § 48-2-63 or amendment to any law, regulation, or ruling promulgated by a state or federal regulatory agency such that either Party can no longer comply with terms and conditions of this Agreement.

III. CONFIDENTIALITY

- A. For purposes of this MOA, where reference is made to Financial Institution, such term shall include any employees, subcontractors, agents, or legal representation of Financial Institution who will participate in the preparation of the Reports, for so long as they maintain the aforementioned status (collectively, the "Authorized Users").
- B. Any data exchanged as a part of the Report shall be protected as if it were confidential tax information and shall not be disclosed except as specifically authorized under O.C.G.A. § 48-2-63 or any other applicable law, rule, or regulation. Financial Institution will assume responsibility for compliance with this Section III.B by its Authorized Users.

IV. SECURITY REQUIREMENTS

- A. Any electronic media files or other information acquired by Financial Institution from the Department will remain the property of the Department and must be sanitized from the Financial Institution's storage in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88, Guidelines for Media Sanitization or substantially similar security standards, which shall include, but not be limited to, the standards for cybersecurity and information security upon which Financial Institution is examined by its primary regulator. Upon the Department's request, Financial Institution agrees to cease data matching activities with respect to the account and destroy any remaining Department Data in its possession in accordance with Financial Institution's information security program and procedures. Department Data is defined as any data, including metadata, sent from the Department to Financial Institution, and any derivatives

of the Department data, such as the response file or the Records. Any electronic or physical data must be securely erased or destroyed in accordance with Financial Institution's information security program and procedure, and Financial Institution must provide the Department with a certification of destruction as provided herein upon the Department's request.

- B. The Department may use the information provided by the Financial Institution only for the purpose of matching records to determine if a delinquent taxpayer has an interest in an account maintained by the Financial Institution. The Department may not disclose or retain information received from Financial Institution for the record matching program concerning account holders who are not delinquent taxpayers.

- C. At all times, Financial Institution shall comply with and assume responsibility for compliance by its Authorized Users with the following requirements:
 - 1. Financial Institution shall have a formal security program that ensures compliance with all applicable federal and state laws and administrative rules governing the confidentiality of information and will apply any additional security controls required to maintain the privacy of the State of Georgia taxpayers and the integrity of the data accessed during this project. The standards set forth in Financial Institution's security program shall address the management of security and controls employed within its IT environment and applications. The security program shall be substantially similar to the NIST Special Publication 800-53, Revision 5, which shall include, but not be limited to, the standards for security programs upon which Financial Institution is examined by its primary regulator.
 - 2. Financial Institution shall maintain all exchanged data in a secure location and protect the exchanged data from any release or disclosure that is not specifically authorized by the terms of this Agreement.
 - 3. Financial Institution shall not store in nor share the DOR File with parties outside the United States or United States territories.
 - 4. The Department shall have the right to review upon request a corrective action plan to follow in the event of any actual use or disclosure of any confidential information, or in the event that any confidential information is lost or cannot be accounted for by the Financial Institution.
 - 5. Financial Institution will be solely responsible for the hiring, compensation, termination, and all other matters relating to its employees, subcontractors, or individuals employed by it to assist in providing data matching services pursuant to this MOA, and Financial Institution shall ensure that all such employees, subcontractors, or individuals comply with the terms of this MOA.

- D. Each Party shall notify the other Party promptly of any unauthorized release of information contained in the DOR File or the Reports, and shall use its best efforts to prevent any further unauthorized release or breach:

Information Security Hotline: Telephone at (404) 417-2166

Email: DOR-infosec@dor.ga.gov

Carbon Copy: Steve.Hodges@dor.ga.gov

- E. The Department represents that it has conducted reasonable due diligence with respect to its agent and will maintain sufficient oversight of its agent to ensure proper handling of the Report. The Department will notify Financial Institution of any unauthorized disclosure by the Department or its agent involving the Report. If the Department becomes aware of any material deficiencies in the handling of the Report, the Department will, and will ensure that its agent will, promptly and sufficiently remediate such deficiencies.
- F. Certain nonpublic data provided to Financial Institution from the Department pursuant to this Agreement is classified as restricted and includes both Personally Identifiable Information (“PII”) and State Tax Information (“STI”). The Department will not transfer any Federal Tax Information (“FTI”) to Financial Institution for data matching services pursuant to this Agreement.

V. PROHIBITIONS ON DISCLOSURE TO ACCOUNT HOLDERS

Unless otherwise provided by statute, Financial Institution is prohibited from disclosing to a depositor or an account holder that his or her name has been received from or furnished to the Department under this Agreement. However, Financial Institution may disclose generally to their depositors or account holders that Department has the authority to request and receive certain identifying information for state tax collection purposes. Financial Institution may, but is not required to, notify a depositor or account holder of the receipt of a levy and imposition of a hold on the depositor’s or holder’s account.

VI. GENERAL PROVISIONS

- A. The Parties shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders now or hereafter in effecting when performing under the Agreement.
- B. Financial Institution recognizes that this MOA is not exclusive, and the Department may freely enter into similar agreements with other entities.
- C. To the extent permitted by law, once the DOR File and any information contained within are in Financial Institution’s possession, Financial Institution shall be responsible for its

security and for any misuse of the DOR File, and any negligent act, omission, breach, failure, or default by Financial Institution relating to the DOR File.

- D. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Agreement. Any proceeding relating to this Agreement shall be brought in the Superior Court of Fulton County, Georgia.
- E. The MOA may be amended from time to time only by mutual agreement, as evidenced in a signed writing by the Parties.
- F. No Party is responsible for any damage resulting from force majeure events beyond the control of the Parties or their respective employees, including but not limited to wars, riots, natural disasters, and other extreme events over which the Parties have no control.
- G. If any provision of this MOA is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this MOA and such unenforceable provision shall be severed from the remainder of this MOA.
- H. Any of the provisions herein which expressly or impliedly by their nature should survive the termination of this Agreement shall so survive.
- I. This MOA constitutes the entire agreement between the Parties with respect to all of the matters herein and supersedes any and all prior agreements or understandings between the Parties with respect to such subject matter. This MOA may not be amended or modified except by mutual written agreement of the Parties. There is no express or implied agreement except as stated in the MOA.
- J. The individuals executing this MOA on behalf of the Department and Financial Institution, respectively, represent that they are duly authorized to execute this MOA and bind their respective organizations to it.

[SIGNATURE PAGE TO FOLLOW]

VII. EXECUTION

We the undersigned hereby acknowledge this Agreement between the Department and Financial Institution and will abide by the expectations set forth herein. The Parties agree that any signature through electronic means shall have the same legal validity and enforceability as a manually executed signature.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in two counterparts, each to be considered as an original by their authorized representative, the later day and date written below.

Georgia Department of Revenue

Financial Institution

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Mail your completed Agreement and Attachment A to:

Informatix, Inc.
FIDM Solutions Group
3120 Sovereign Drive, Ste. 4A
Lansing, MI 48911



**Georgia Department of Revenue
Financial Institution Data Match
Attachment A**

FINANCIAL INSTITUTION VARIABLE SELECTION ATTACHMENT

INSTRUCTIONS FOR AMENDING: *If any changes are made within a section, please complete the entire section again. Draw a line or "X" over any sections not updated. Complete all necessary signatures and return to the Point of Contact designated below.*

SECTION 1 FINANCIAL INSTITUTION'S POINT OF CONTACT

The following individual is designated as the Financial Institution's "Point of Contact" in connection with the DOR File and the Report:

Processing Agent	Financial Institution Name
Federal Identification Number (TIN)	Contact Person
Title	Street Address
Mailing Address	Email
Telephone	Fax

SECTION 2 DEPARTMENT'S POINT OF CONTACT

The following Division is designated the Department's Point of Contact:

Compliance Division Director's Office
1800 Century Blvd NE, Suite 7300
Atlanta, GA 30345-3202

SECTION 3 LEGAL NOTICES

Service of all legal notices resulting from this MOA shall be served on the following individual:

Name	Title
Address	Email
Telephone	Fax

SECTION 4 METHODOLOGY

MATCHED ACCOUNTS

The Financial Institution shall match an inquiry file supplied by the State against all customer accounts maintained by the Financial Institution. The Financial Institution must report all information required by State law on all customer accounts at the Financial Institution maintained by persons on the State's inquiry file. The Financial Institution must submit the report to the State at any time within 30 days of its receipt of the inquiry file. The inquiry file will be sent to the Financial Institution on an agreed upon date, and not more than quarterly thereafter. The State shall send its inquiry file on the designated medium.



**Georgia Department of Revenue
Financial Institution Data Match
Attachment A**

SECTION 5 MEDIA TYPE

Financial Institution shall receive files from the Department or its agent on:

CD Diskette FTP Internet Other (specify):

Financial Institution shall send files to the Department or its agent on:

CD Diskette FTP Internet Other (specify):

SECTION 6 WEEK DESIGNATION

Designate the week of the calendar quarter the Financial Institution will transmit data or perform the data match. Calendar quarters begin January 1, April 1, July 1, and October 1 of each year. For example, designated week three will indicate that the Financial Institution will perform the data match or data transmission on the weeks beginning January 15, April 15, July 15, and October 15. *If no selection is made under this section, Financial Institution will receive files during a week chosen at the discretion of the Department or its agent.*

WEEK: _____

SECTION 7 SIGNATURE

Financial Institution Name	FEIN
Signature	Date