

INFORMATION SHARING AND ASSIGNMENT AGREEMENT FOR DESIGNATED REFUND CLAIMS

(Check the applicable refund type)

- _____ **KEIA (Kentucky Enterprise Initiative Act) (KRS 154.20-206)**
- _____ **Signature Project (KRS 139.515)**
- _____ **Alternative Fuel, Gasification or Renewable Energy Facility (KRS 139.517)**

This information-sharing agreement and assignment agreement is hereby entered into between the Department of Revenue and the following parties.

Approved Company or Agency

Kentucky Sales/Use Acct. # _____

Contact Person _____

Address _____

Telephone Number _____

E-mail Address _____

Vendor

Kentucky Sales/Use Acct. # _____

Contact Person _____

Address _____

Telephone Number _____

E-mail Address _____

Contractor/Subcontractor (Purchaser)

Kentucky Sales/Use Acct. # _____

Contact Person _____

Address _____

Telephone Number _____

E-mail Address _____

Purpose

The purpose of this agreement is to facilitate the payment of refunds allowed an Approved Company or Agency under the applicable statutes listed above. According to the provisions of the applicable statutes, an Approved Company or Agency may receive a refund of sales and use tax paid on the cost of tangible personal property used in the construction of an approved project.

In order for the sales and use tax refund request to be properly verified and ultimately paid, various tax and purchase information may be shared by and among the Department, the Approved Company or Agency, Vendors, Contractors/Subcontractors (Purchaser) and other related parties. To ensure the accomplishment of this process without any violation of the taxpayer confidentiality laws (KRS 131.190; 131.081(15); 131.990), the Approved Company or Agency and other parties listed above hereby enter into this information-sharing agreement pursuant to the above statutes.



Terms of Agreement

1. The Department of Revenue agrees to consider the Approved Company's or Agency's application for sales and use tax refund under the applicable statute and if it determines that the application is valid, to remit payment of the computed refund to the Approved Company or Agency. The Approved Company or Agency understands and agrees that the Department shall reduce the amount of refund so allowed by the amount of compensation paid the Vendor/Purchaser listed above, by any outstanding debts or liabilities owed to the Commonwealth or to any person for whom the Commonwealth has an obligation to collect debts or liabilities of the Approved Company or Agency, and if applicable, by any reconciliation of the actual purchases applicable to the approved project.
2. The Approved Company/Agency, Vendor, and Contractor/Subcontractor (Purchaser) listed above agree that the Department may disclose the status and final disposition of the Approved Company's or Agency's application for sales and use tax refund to the Vendor and Contractor/Subcontractor (Purchaser). The parties to this Agreement further agree that these disclosures by the Department will not constitute a violation of the taxpayer confidentiality laws.
3. The Vendor or Contractor/Subcontractor (Purchaser) listed above agrees that it is the person who paid to the Department sales and use tax on purchases that are the subject of the Approved Company's or Agency's application for sales and use tax refund. The Vendor or Contractor/Subcontractor (Purchaser) listed above agrees to provide the Department with whatever records, documents and other information the Department may need to verify the Approved Company's or Agency's application for sales and use tax refund for approved expenses. The Contractor/Subcontractor (Purchaser) agrees that the Department may disclose to the Approved Company or Agency records, documents and other information furnished by the Contractor/Subcontractor (Purchaser) to the Department under this paragraph and that such disclosure by the Department shall not constitute a violation of the taxpayer confidentiality laws. The Contractor/Subcontractor (Purchaser) further agrees that the Approved Company or Agency is the proper party to receive the sales and use tax refunds for the approved expenses, as defined by the applicable statutes.
4. The parties to this Agreement understand and agree that this Agreement shall relate only to the Approved Company's or Agency's application for sales and use tax refunds for approved expenses under the program checked on page one. The Vendor and Contractor/Subcontractor (Purchaser) remain responsible for timely protesting assessments or seeking refunds of sales and use taxes paid on other transactions that are not the subject of the Approved Company's or Agency's application.
5. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any legal proceeding for the enforcement of this Agreement or for the resolution of any dispute over its meaning or effect may be brought only in the Circuit Court of Franklin County, Kentucky. Any denial of a refund, refund incentive or incentive payment, in whole or in part, and any assessment or order to repay a refund or refund incentive shall be protested and appealed in accordance with KRS Chapter 131, e.g., KRS 131.110 and 131.340.
6. The persons signing this Agreement below represent and warrant that they are duly authorized to execute this agreement on behalf of the parties for whom they sign.

This Agreement shall be effective upon its execution below by all applicable parties. The persons executing the agreement on behalf of the parties warrant that they are duly authorized to execute this agreement on behalf of the parties.

Approved Co./Agency

By _____
(Signature of authorized signatory for Approved Company/
Agency)

Date _____

(Print name of authorized signatory for Approved Company/
Agency)

Subscribed and sworn before me this
the ____ day of _____, 20__.

Title

Notary Public
State at Large
My Commission Expires: _____.

Vendor

By _____
(Signature of authorized signatory for Vendor)

Date _____

(Print name of authorized signatory for Vendor)

Subscribed and sworn before me this
the ____ day of _____, 20__.

Title

Notary Public
State at Large
My Commission Expires: _____.

Contractor/Subcontractor (Purchaser)

By _____
(Signature of authorized signatory for Contractor/Subcontractor
(Purchaser))

Date _____

(Print name of authorized signatory for Contractor/Subcontractor
(Purchaser))

Subscribed and sworn before me this
the ____ day of _____, 20__.

Title

Notary Public
State at Large
My Commission Expires: _____.

Department of Revenue

By _____
(Signature of authorized signatory for Department of Revenue)

Date _____

(Print name of authorized signatory for Department of Revenue)

Subscribed and sworn before me this
the ____ day of _____, 20__.

Title

Notary Public
State at Large
My Commission Expires: _____.