

# Voluntary Disclosure Agreement

**This Agreement** is made by and between \_\_\_\_\_, FEIN \_\_\_\_\_ (hereinafter "Taxpayer") and the Arkansas Department of Finance and Administration (hereinafter "State") and is effective on the date of execution by the state.

**Whereas**, it is the duty of the State to administer the corporate income tax imposed by Arkansas law; and

**Whereas**, the Taxpayer has heretofore not filed corporate income tax returns and has not remitted these taxes to the State; and

**Whereas**, the Taxpayer has not been contacted by the State of Arkansas for a corporate income tax audit or regarding its filing responsibilities for corporate income tax; and

**Whereas**, the Taxpayer desires to voluntarily come into compliance with Arkansas corporate income tax laws and be in good standing with the State.

**Wherefore**, the parties hereby mutually covenant and agree as follows

1. The parties agree that the activities and contacts of the Taxpayer within the State of Arkansas are sufficient to require the Taxpayer to comply with the Arkansas tax laws relating to corporate income tax for tax periods beginning on or after \_\_\_\_\_ .
2. The Taxpayer agrees to file Arkansas Corporation Income Tax returns for the periods commencing \_\_\_\_\_ , and remit the tax due thereon. The Taxpayer further agrees to file such returns and remit the tax due at the time required by law for subsequent years.
3. The State will maintain the confidentiality of the agreement and will treat this agreement as confidential tax information within the provisions of Ark. Code Ann. § 26-18-303.
4. The State agrees to waive or not impose any civil penalties against the taxpayer or its corporate officers for any period ending on or before \_\_\_\_\_ . The State further agrees to not assert any criminal penalties against the Taxpayer or its corporate officers for any periods ending on or before \_\_\_\_\_ .

5. The State further agrees to not audit, assess, or demand payment of any of the above taxes including penalties for any tax periods ending on or before \_\_\_\_\_. The State reserves the right to audit, assess, and demand payment for any additional corporate income taxes for any tax period beginning on or after \_\_\_\_\_.
6. The Taxpayer will timely provide notice to the State of any change in its business activities in Arkansas that it would rely upon to claim that it is no longer subject to any of the above taxes.
7. The laws of the State of Arkansas shall govern the interpretation, performance, and enforcement of this agreement.
8. The returns for the period of this agreement will be filed and tax due and interest will be paid within sixty (60) days of the signing of a formal agreement between the Taxpayer and the State of Arkansas. This written agreement constitutes the entire agreement between the parties and may be modified only by written agreement of the parties.
9. This written agreement constitutes the entire agreement between the parties and may be modified only by written agreement of the parties.

**WITNESSETH:**

Corporation: \_\_\_\_\_

By: \_\_\_\_\_

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

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

STATE OF ARKANSAS  
ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION  
NEXUS AND DISCOVERY UNIT

By: \_\_\_\_\_

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

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