# JOINT VENTURE TAX RECORDS PROTECTION AND PRIVACY CONTRACT

This Joint Venture Tax Records Protection and Privacy Contract (the "Agreement") is entered into and made effective as of ______________________________, by and between the following parties:

**Party A:** ______________________________, with a principal place of business at ______________________________.

**Party B:** ______________________________, with a principal place of business at ______________________________.

Each of the above shall be individually referred to as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, the Parties have entered into a Joint Venture Agreement dated______________ for the purpose of ______________________________;

WHEREAS, in connection with the Joint Venture, the Parties will share, exchange, process, and store sensitive financial documents, tax returns, audits, transaction records, and associated tax information (collectively, "Tax Data"); and

WHEREAS, the Parties desire to establish strict protocols for the protection, privacy, transmission, and retention of such Tax Data in compliance with applicable tax laws and data protection regulations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

**SECTION 1: SCOPE OF TAX DATA**

Tax Data governed by this Agreement includes, but is not limited to: federal, state, local, and foreign tax returns; schedules, attachments, and workpapers; taxpayer identification numbers; financial statements used for tax preparation; audit records; and correspondence with any taxing authority.

**SECTION 2: CONFIDENTIALITY AND RESTRICTIVE USE**

Each Party shall hold the Tax Data in strict confidence. The Parties shall not disclose, disseminate, or make available any Tax Data to any third party without the prior written consent of the other Party, except as required by law, regulation, or court order. The Tax Data shall be used solely for the administrative, compliance, and filing obligations of the Joint Venture.

**SECTION 3: SECURITY MEASURES**

The Parties shall implement and maintain appropriate administrative, technical, and physical safeguards to protect Tax Data from unauthorized access, loss, alteration, or disclosure. Such measures shall include, at minimum, data encryption in transit and at rest, access control mechanisms limited to authorized personnel, and secure physical storage of paper records.

**SECTION 4: DATA BREACH NOTIFICATION**

In the event of any unauthorized access, acquisition, or disclosure of Tax Data (a "Security Breach"), the Party experiencing the breach shall notify the other Party in writing within______________ hours of discovery. The notifying Party shall immediately take all necessary steps to mitigate the effects of the breach and cooperate fully with the other Party in any investigation or regulatory notification processes.

**SECTION 5: DATA RETENTION AND DESTRUCTION**

Tax Data shall be retained only for the period required by applicable tax statutes of limitation, or as agreed upon by the Parties. Upon expiration of the retention period or termination of the Joint Venture, and upon the written request of the other Party, each Party shall securely destroy or return all copies of the Tax Data, providing a written certification of destruction within______________ days.

## SECTION 6: GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of ________________________________________, without giving effect to any principles of conflicts of law. Any legal action arising out of this Agreement shall be brought exclusively in the courts located in ________________________________________.

## SECTION 7: MISCELLANEOUS

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions or agreements. No amendment to this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Venture Tax Records Protection and Privacy Contract as of the date first written above.

| **For Party A:** | **For Party B:** |
|---|---|
| ________________________________ | ________________________________ |
| Authorized Signature | Authorized Signature |
| ________________________________ | ________________________________ |
| Printed Name | Printed Name |
| ________________________________ | ________________________________ |
| Title | Title |
| ________________________________ | ________________________________ |
| Date | Date |