

## Agreement as to Final Determination of Tax Liability

(Complete three copies of this form)

Under Section 7121 of the Internal Revenue Code, \_\_\_\_\_  
*(Taxpayer's name, address, and identifying number)*

and the Commissioner of Internal Revenue agree that the liability of the above taxpayer for the taxable periods and kinds of tax listed in this agreement is as follows: (The applicability or inapplicability of interest or penalties, including additions to tax or additional amounts authorized by Subchapter A of Chapter 68 of the Code, is not determined except as provided in this agreement.)

<u>Taxable Period</u>	<u>Kind of Tax or Penalty</u>	<u>Chapter Number and Subchapter Letter of Internal Revenue Code</u>	<u>Total Tax Liability for Period</u>
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This agreement is final and conclusive except:

- (1) the liability it relates to may be reopened in the event of fraud, malfeasance, or misrepresentation of material fact and
- (2) it is subject to the Internal Revenue Code sections that expressly provide that effect be given to their provisions notwithstanding any other law or rule of law except Code section 7122.

By signing this agreement, the above parties certify they have read and agreed to its terms.

Your signature \_\_\_\_\_ Date signed \_\_\_\_\_

Spouse's signature *(If a joint return was filed)* \_\_\_\_\_ Date signed \_\_\_\_\_

Signature of taxpayer's representative \_\_\_\_\_ Date signed \_\_\_\_\_

Taxpayer (other than individual) \_\_\_\_\_

By \_\_\_\_\_ Date signed \_\_\_\_\_

Title \_\_\_\_\_

Commissioner of Internal Revenue

By \_\_\_\_\_ Date signed \_\_\_\_\_

Title \_\_\_\_\_

I have examined the return(s) and recommend approval of the proposed agreement.

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(Receiving Officer) (Date)

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(Title)

I have reviewed the return(s) and recommend approval of the proposed agreement.

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(District/Appeals Reviewing Officer) (Date)

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(Title)

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## Instructions

This agreement must be signed and filed in triplicate. If more than one taxpayer (*party*) enters into and signs this closing agreement, two additional copies of the agreement are required for each additional party. (*All copies must have original signatures.*)

The original and copies of the agreement must be identical.

The name of the taxpayer must be stated accurately.

The agreement may relate to one or more taxable periods.

The liability must be separately stated as to taxable periods and kinds of taxes. Each kind of tax or penalty must reflect the Chapter Number and Subchapter Letter of the Internal Revenue Code under which each tax was levied, as shown in the following examples:

<u>Taxable Period</u>	<u>Kind of Tax or Penalty</u>	<u>Chapter Number and Subchapter Letter of Internal Revenue Code</u>	<u>Total Tax Liability for Period</u>
Calendar Year 1978	Income	1A	\$ 3,000.00
Calendar Year 1978	Personal Holding Co.	1G	6,000.00
Date of Death, March 1, 1978	Estate	11A	100,000.00
Fiscal Year Ending March 31, 1978	Income	1A	9,000.00

If an attorney or agent signs the agreement for the taxpayer, the power of attorney (*or a copy*) authorizing that person to sign must be attached to the agreement. If the agreement is made for a year in which a joint income tax return was filed by a husband and wife, it should be signed by or for both. One spouse may sign as agent for the other if the document (*or a copy*) specifically authorizing that spouse to sign is attached to the agreement.

If the fiduciary signs the agreement for a decedent or an estate, an attested copy of the letters testamentary or the court order authorizing the fiduciary to sign, and a recently dated certificate that the authority remains in effect must be attached to the agreement. If a trustee signs, a certified copy of the trust instrument or a certified copy of extracts from the instrument must be attached showing:

- (1) the date of the instrument;
- (2) that it is or is not of record in any court;
- (3) the names of the beneficiaries;
- (4) the appointment of the trustee, the authority granted, and other information necessary to show that the authority extends to Federal tax matters; and
- (5) that the trust has not been terminated and the trustee appointed is still acting.

If a fiduciary is a party, Form 56, Notice Concerning Fiduciary Relationship, is usually required.

If the taxpayer is a corporation, the agreement must be dated and signed with the name of the corporation, followed by the signature and title of an authorized officer, or officers, or the signature of an authorized attorney or agent. It is not necessary that a copy of an enabling corporate resolution be attached. See 26 C.F.R. 601.504(b)(2)(ii) as to dissolved corporations.

Use additional pages if necessary, and identify them as part of this agreement.

Please see Revenue Procedure 68-16, 1968-1 C.B. 770, for a detailed description of practices and procedures applicable to most closing agreements.

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