

**MEMORANDUM OF AGREEMENT BETWEEN FULTON COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF GEORGIA, ACTING ON BEHALF OF THE
FULTON COUNTY LIBRARY SYSTEM AND [REPUBLIC OF CHINA (TAIWAN),
THROUGH ITS CONSULAR OFFICER, TAIPEI ECONOMIC & CULTURAL OFFICE
OF ATLANTA] FOR DONATIONS TO AND PROGRAMMING WITHIN THE FULTON
COUNTY LIBRARY SYSTEM**

This Memorandum of Agreement (hereinafter referred to as “Agreement”) with an effective date of _____, 2026, is being entered into by and between the [Republic of China (Taiwan), through its Consular Officer, Taipei Economic & Cultural Office of Atlanta] (hereinafter referred to as “Consulate”), located at [1180 West Peachtree Street, NW, Suite 800, Atlanta, Georgia 30309, U.S.A.], and Fulton County, Georgia, by and through the Fulton County Library System, with its principal offices located at 141 Pryor Street S.W., Atlanta, Georgia 30303 (hereinafter “FCLS”); and collectively referred to as “Parties.”

I. Recitals and Purpose

WHEREAS, the purpose and mission of the FCLS includes to serve as a cultural and intellectual center that enriches the community and empowers all residents with essential tools for lifelong learning and to offer a full program of library services to all citizens of the FCLS service area; and

WHEREAS, the Consulate seeks to introduce Taiwan’s language, culture, cuisine, and innovation to Fulton County residents; promote awareness of Taiwan’s culture, language, and technological achievements; strengthen community engagement between Taiwan and the Fulton County area; provide educational and family-friendly programs at the FCLS; and support cultural diversity initiatives including Asian American and Pacific Islander Heritage Month programming (the “Program Objectives”); and

WHEREAS, the Parties seek to work together to reach their goals to enrich Fulton County residents by implementing the Program Objectives at FCLS, through various proposals, including: book donations; film screenings; Mandarin language courses; book reading sessions; cooking demonstrations; and other cultural activities and demonstrations, as more specifically described in **Exhibit A**, attached hereto and incorporated herein (the “Programs”); and

WHEREAS, on _____, 2026, the Fulton County Board of Commissioners (“BOC”), pursuant to Agenda Item _____, authorized the County, through its Fulton County Library System, to accept the donations and host the Consulate for purposes of implementation of the Programs, as applicable, at the Central Library branch, located at One Margaret Mitchell Square, Atlanta, GA 30303 (the “Location”), and for the Parties to enter this Agreement for purposes of memorializing the same; and

WHEREAS, Consulate represents that they possess or shall obtain all relevant permits and/or licenses required for the implementation of the Proposed Programming; and

WHEREAS, Consulate has agreed to be bound by the terms, conditions, covenants and promises set forth herein; and

WHEREAS, FCLS has reasonably relied upon the above representations; and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereinafter set forth, and other valuable considerations, receipt being acknowledged, the Parties agree as follows:

II. Term/Termination/Suspension

The term of this Agreement is from _____, 2026, through _____, 202_. This Agreement may be terminated for cause, in whole or in part, by either Party in the event the other Party fails to perform any of the provisions herein by providing thirty (30) days written notice. Either Party has the right to terminate this Agreement without cause under the provision of this paragraph by providing sixty (60) days written notice to the other party. Notwithstanding anything provided herein, the FCLS may terminate this Agreement immediately or on a date specified for its convenience at any time by written notice to Consulate.

III. Consulate's Responsibilities

1. The Consulate shall implement the Programs, according to the details and timelines as more specifically described in **Exhibit A**.
2. Except as otherwise provided herein, the Consulate shall: (i) provide and deliver to the Location any and all supplies, equipment and/or Consulate personnel required to implement the Programs, as applicable, and (ii) remove such supplies, equipment and/or Consulate personnel from the Location in a reasonably timely manner after completion of each applicable component of the Programs.
3. Consulate further agrees to restore the Location to the condition prior to the Work's installation. For the avoidance of doubt, Consulate shall be responsible for:
 - a. Installation and/or placement of any supplies, equipment and/or Consulate personnel, as necessary for implementation of the Programs, inclusive of costs and expenses related thereto;
 - b. Removal of any such supplies, equipment and/or Consulate personnel, inclusive of costs and expenses related thereto; and
 - c. Restoration of the Location to its pre-program condition.
4. Consulate warrants and agrees that all supplies, equipment and/or personnel utilized by Consulate pursuant to this Agreement have been certified through reasonable processes to ensure suitability for interactions with FCLS patrons, including but not limited to minors, the elderly, and those with special needs. Consulate shall, to the FCLS's satisfaction, ensure that such certifications shall include, at a minimum: criminal and any other background checks relevant to personnel who may interact with minors and may include drug screening where applicable and permissible under local law; and any and all required certification and/or licensure under applicable law for personnel who may serve alcoholic beverages.
5. Consulate shall provide a designated Consulate representative to communicate with the FCLS regarding implementation of the Programs, including a designated on-site representative during each component event.
6. Consulate shall ensure that all components of its donations and programming shall be

consistent with the Taiwan Relations Act at 22 U.S.C. 3301, et seq.

IV. FCLS' Responsibilities

1. FCLS shall provide the Location for the Programs and shall have the right to make final decisions regarding the specific location of supplies, equipment and/or personnel utilized by Consulate at the Location pursuant to this Agreement but agrees to take into consideration the preferences of Consulate.
2. FCLS shall exercise reasonable care in connection with the supplies, equipment and/or personnel utilized by Consulate at the Location.
3. FCLS shall assist with the printing of flyers to publicize the programming.
4. FCLS shall provide a designated FCLS representative to communicate with the Consulate regarding implementation of the Programs.
5. FCLS shall provide a staff person or persons to be present during each component event, if agreed by the Parties in advance.

V. The Parties' Mutual Responsibilities

1. Each party agrees to maintain compliance with all Federal, State, and Local laws, ordinances, and regulations applicable to each in the performance of this Agreement.
2. Each party agrees to adhere to the reasonable policies and procedures of the other party that may otherwise be applicable to the performance of this Agreement.

VI. Compensation for Services

FCLS will provide no compensation for services under this Agreement. Except as otherwise provided herein, Consulate agrees to be solely responsible for all fees, expenses and costs associated with the installation, maintenance, repair and removal of supplies, equipment, and/or personnel utilized by Consulate pursuant to this Agreement and to otherwise implement the Programs.

VII. Insurance

Prior to entering into this Agreement, Consulate shall provide FCLS with a Certificate of Insurance which demonstrates that Consulate, at its sole cost and expense, has the following insurance coverages: comprehensive general liability insurance, including contractual liability insurance, bodily injury, property damage, products and completed operations, personal and advertising injury, intellectual property, and any other type of liability for which this Agreement shall apply with limits of liability on not less than One Million Dollars (\$1,000,000.00) each occurrence / Two Million Dollars (\$2,000,000.00) policy aggregate.

Such Certificates of Insurance are to list Fulton County, Georgia, as an Additional Insured (except for Workers Compensation and Professional Liability, as applicable). Consulate is obligated and shall keep an insurance policy in force and effect throughout the term of this Agreement, which

meets the above requirements, and responsible for ensuring that any subcontractors do the same. The obligations for Consulate to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Consulate from any liability incurred as a result of their activities/operations in conjunction with this Agreement.

The Consulate shall provide written notice to the FCLS immediately if they become aware of or receive notice from any insurance broker or company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Consulate's insurance shall apply as primary insurance before any other insurance or self-insurance, including deductibles, shall be non-contributory, and shall include a waiver of subrogation provided in favor of Fulton County.

VIII. Indemnification

Consulate hereby agrees to defend, indemnify and hold harmless Fulton County, their Board Members, directors, officers, employees, and agents, from and against any and all losses (including death), claims, damages, liabilities, costs, and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by the Consulate, its directors, officers, employees, subcontractors, successors, assigns, or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of Consulate's obligations under this Agreement and any claim regarding the ownership or copyright of any work utilized by Consulate in the performance of this Agreement. The language of this indemnification provision survives the termination of this Agreement.

IX. Representations and Warranties.

- A. Authority. Consulate shall be responsible for obtaining any and all permissions for the Programs, as applicable, and represents that it has done due diligence to secure said permissions. Consulate agrees that it shall notify the FCLS during the Agreement if any claim is brought or asserted or any rights, title, or ownership of any work utilized in or comprising the Programs is challenged or transferred during the term of the Agreement.
- B. Schedule. Consulate represents and warrants that the Programs can and will be implemented and removed on the schedules and in the manner set forth in this Agreement. In the event the Consulate fails to remove any equipment or supplies or any other component of the Programs on the schedule set forth herein or pursuant to any responsibilities set forth herein, the FCLS may, in its sole discretion, remove any such equipment, supplies, and/or component and return it to Consulate or store it in another location awaiting the Consulate's retrieval of the same, and in such event, the Consulate shall be responsible for reimbursing the FCLS for the reasonable costs of such removal, return, and/or storage. This reimbursement shall be in addition to the Consulate's indemnification of Fulton County and assumption of responsibility for care of such equipment, supplies, and/or components as described in the other provisions of

this Agreement.

- C. Warranties of Quality and Condition. Consulate represents and warrants that the installation, maintenance and removal of the equipment, supplies, and/or components used to implement the Programs will be performed in a good and workmanlike manner; and that any such equipment, supplies, and/or components, themselves, will be free of defects in material and workmanship. Consulate agrees it shall not cause or permit any hazardous material to be used or incorporated in any equipment, supplies, and/or components used to implement the Programs without notice and specific written consent of the FCLS.

X. Copyright, Title, Permitting Uses.

A. Copyrights.

1. General. Consulate specifically retains all rights under the Copyright Act, 17 U.S.C. §101, et. seq., as amended by the Visual Artists Rights Act, 17 U.S.C. §106A, and all other rights in and to any work used to implement the Programs. The Consulate shall and does hereby grant to the FCLS, without limitation, a license to create, limit or control reproductions of the images for educational and other non-commercial uses and the display or exhibition of models or drawings for such uses.
2. Documents. Submission or distribution of documents to meet any official regulatory requirements or for similar purposes in connection with the installation of any work used to implement the Programs at the Location shall not be construed as publication in derogation of the copyright in the Work or a party's reserved rights.

- B. Abandonment. Any work used to implement the Programs shall be deemed abandoned by the Consulate if it is unclaimed for a period of six (6) months commencing upon the termination of the Agreement. In the event of abandonment, the Consulate forfeits any claim to the work, transfers any licenses or interests it has in the work to Fulton County, and forfeits any right to assert claims against Fulton County regarding Fulton County's care of the work.

C. Permitted Uses. Parties to this Agreement may:

1. Use photographs, drawings or similar images of the Work for educational purposes or to promote public awareness of the installation described herein.

XI. Notices.

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid, as follows:

A. If to Fulton County/FCLS:

Gayle Holloman, Executive Director

Fulton County Library System
One Margaret Mitchell Square
Atlanta, GA 30303

With a copy to:
Fulton County Attorney's Office
141 Pryor Street, SW, Suite 4038
Atlanta, GA 30303

B. If to [Republic of China (Taiwan), through its Consular Officer, Taipei Economic & Cultural Office of Atlanta]:

[ADD NAME/ADDRESS]

XII. Nondiscrimination

The Parties agree to comply with federal and state laws, rules and regulations if applicable relative to non-discrimination in employment practices and provision of client services, because of political affiliation, religion, race, color, sex, handicap, age, or national origin.

XIII. Miscellaneous Provisions

- (a) Severability. If any part of this Agreement is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Agreement shall remain in full force and effect.
- (b) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on this subject; it supersedes any prior Agreement or understandings between them oral or written, with respect to the matters addresses herein, all of which are hereby cancelled. No alteration, amendment, change, supplement or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto and approved by appropriate action of Fulton County.
- (c) Waiver. Waiver of any term or condition of this Agreement shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. Nothing herein shall constitute or be considered a limitation upon or waiver of the parties' rights under all applicable laws of the State of Georgia.
- (d) No third party rights. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their successors and assigns. This Agreement is not intended to create any rights, interests, or benefits in third parties.
- (e) Assignment. This Agreement shall not be assigned or subcontracted without the prior expressed written approval of the Parties.
- (f) Governing Law and Venue. This Agreement shall be construed and governed in

accordance with the laws of the State of Georgia, and the Parties agree that the proper venue for any actions arising out of this Agreement shall be in the Superior Court of Fulton County.

- (g) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
- (h) Independent Contractors. The Parties are independent contractors under this Agreement. Neither Party is an agent, employee or servant of the other.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year date first above written.

FULTON COUNTY, GEORGIA

**[REPUBLIC OF CHINA (TAIWAN),
THROUGH ITS CONSULAR
OFFICER, TAIPEI ECONOMIC &
CULTURAL OFFICE OF
ATLANTA]**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Name: _____
Title: _____

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Gayle Holloman, Executive Director
Fulton County Library System

EXHIBIT A

TECO/ATL x FCLS 2026 Collaboration Programs (Tentative)

Aim: To introduce Taiwan’s language, culture, cuisine, and innovation to the Atlanta community through interactive public programming.

Program Objectives

- Promote awareness of Taiwan’s culture, language, and technological achievements.
- Strengthen community engagement between Taiwan and the Atlanta metropolitan area.
- Provide educational and family-friendly programs at the Central Library.
- Support cultural diversity initiatives including AAPI Heritage Month programming.

Programs

Program	Description	Timeline	Notes
1. Book Donation-Ambassador Yui and wife, R.O.C.(Taiwan)			
1.1 Physical books and e-books	<ul style="list-style-type: none"> ◎ Mandarin Language Learning & Test Preparation ◎ History ◎ Arts & Culture ◎ Literature ◎ Children’s Books ◎ Family & Parenting / Family Reading ◎ Nature & Environment ◎ Religion & Spirituality ◎ Indigenous Culture 	May 12	<ul style="list-style-type: none"> ◎ Approx.. 228 physical books ◎ 3 e-books: Taiwan Review, Taiwan Hoy (Spanish version), and Taiwan Panorama (Taiwan politics, society, people, and culture)

1.2 Taiwan VR Film Screening	Screening films introducing Taiwan's landscapes, society, and cultures, etc.	May 12	2-3 films; (approx. 3-4 mins each)
2. Mandarin Learning			
2.1 Mandarin 101	Introductory Mandarin language course for beginners.	May 23-Aug /Summer	13-week summer program; two sessions per week, one hour each. (To be confirmed after discussion with instructor) Led by recommended Mandarin instructors.
2.2 Mandarin Story Time	Children's Mandarin storytelling sessions	Sept to Dec. /Fall	To be confirmed after discussion with instructor. Led by recommended Mandarin instructors
3. Taiwanese Food Demonstration			
Three cooking demonstrations	Boba tea	May 12 July 17 September or November	Using demonstration kitchen. Four sessions.
4. Cultural Activity			
4.1 Traditional Dough Figurine Craft (捏麵人)	Demonstration of Taiwanese traditional folk craft.	Summer	Hands-on cultural workshop; led by recommended instructors
4.2 Documentary Screening – A Chip Odyssey	Film screening highlighting Taiwan's semiconductor	May 12	Using Auditorium; Reception; 106 mins

	industry and innovation ecosystem.		
4.3 Traditional Mahjong(麻將) Workshop	Introduction to mahjong and its cultural significance.	Summer	Interactive learning activity; led by recommended instructors
4.4 Calligraphy	Properly hold a brush and write traditional Chinese characters.	Summer	2 sessions; led by recommended instructors