

SMITHSONIAN INSTITUTION TRAVELING EXHIBITION SERVICE (SITES)
EXHIBITION AGREEMENT

KEY TERMS

Contract #: **00002413**

Exhibition #: **201913**

Date:

Exhibition: *The Bias Inside Us*

Exhibitor: **Fulton County
For its Library System**

Exhibitor's Billing Address: **1 Margaret Mitchell Square NW
Atlanta, Georgia 30303**

Exhibitor's Shipping Address: **Central Library - Headquarters
1 Margaret Mitchell Square NW
Atlanta, Georgia 30303**

Display Period: **8/26/2023 to 9/24/2023**
The Display Period includes the first day Exhibition is fully installed and available for events, both public and private, such as VIP or Members previews, press events and previews, etc. through the last day Exhibition is open to the public.

Exhibit Space:

Participation Fee: **There is no Fee for the Exhibition.**

Shipping: **There is no Fee for shipping. Shipping is arranged by SITES.**

Security Level: **Limited**

SITES Contact Information

Contracts: Ed Liskey, (202) 633-3142, liskeye@esll.si.edu

Scheduling and Exhibitor Relations: Ed Liskey, (202) 633-3142, liskeye@esll.si.edu

Project Director: Jason Allen, (202) 633-3155, allenj2@si.edu

Registrar: Margaret Leahy, (202) 633-3171, leahym@esll.si.edu

Accounting Services: Maria Armstead, (202) 633-3151, ArmsteadM@si.edu

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Public Relations / Special Events: Jennifer Schommer, (202) 633-3121, schommerj@es11.si.edu
Community Outreach Coordinator: Odia Wood-Krueger, (612) 599-9809, woodkruegero@si.edu

SITES Fax Number: (202)633-5345
SITES' Federal ID # is 53-0206027.

Within thirty (30) days of receipt, this Agreement must be signed by Exhibitor and returned via DocuSign to SITES. The deposit must be made in accordance with **Section 6.3** below at the time the Agreement is executed. If Exhibitor is unable to meet this deadline, the SITES Scheduling contact listed above must be contacted immediately. SITES reserves the right to cancel Exhibitor's reservation if the signed Agreement is not returned within thirty (30) days.

THIS EXHIBITION AGREEMENT, effective on the date of last signature (hereinafter, the "Agreement"), is made by and between Fulton County for its Library System (hereinafter, "Exhibitor") and the Smithsonian Institution, a trust instrumentality of the United States established by an Act of the United States Congress in 1846 (20 U.S.C. § 41 et seq.) on behalf of the Smithsonian Institution Traveling Exhibition Service (hereinafter, "SITES").

WHEREAS, SITES is a program office of the Smithsonian Institution charged with the mission to travel exhibitions that connect the American public to the Smithsonian Institution;

WHEREAS, Exhibitor desires to borrow Exhibition from SITES for the purpose of displaying the same for the duration of the Display Period in Exhibitor's Exhibit Space; and

WHEREAS, SITES desires to lend Exhibition, as defined more fully in **Section 1** below, to Exhibitor for such purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. EXHIBITION. Exhibition is generally described as follows:

The Bias Inside Us is a community engagement project featuring a 1,000 sq. ft. Smithsonian traveling exhibition, the centerpiece for local programs and activities that raise awareness about the science and history of bias and what we (all) can do about it. The exhibition is free of charge and is expected to help people understand and counter their implicit biases, build capacity in communities to convene dialogue that will increase empathy, and inspire more inclusive schools, communities, and workplaces.

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Exhibition includes those items shown on Exhibition Checklist, **Exhibit A**, now or hereafter attached hereto as well as Exhibition installation components. Exhibitor shall not add items to, or remove items from Exhibition, and shall not alter or omit any elements of Exhibition installation, without the prior written approval of SITES. SITES reserves the right to make such substitutions in or withdrawals from Exhibition as SITES, in its sole discretion, deems necessary or advisable.

SITES will provide Exhibitor with notice of when Exhibitor Support Materials are available on the SITES portal (i.e. website). **Exhibitor shall review these materials promptly upon notice and bring any questions on these materials to SITES' attention immediately.** Any inability to understand or follow the guidelines presented in these materials shall be discussed with SITES until mutually agreeable solutions to any issues presented in these materials are reached.

2. USES. Exhibition may be used for educational purposes only, subject to the following additional requirements and restrictions:

- 2.1 No commercial or political use may be made of Exhibition.
- 2.2 A special entrance fee just for Exhibition (other than Exhibitor's customary general admission fee) is not allowed.
- 2.3 The names of Exhibition, SITES, and the Smithsonian Institution shall not be used in conjunction or connection with any fundraising or political event, or for any other purpose that is not expressly provided for in this Agreement, without prior written approval from SITES.
- 2.4 Exhibition must be accessible to the public. Access shall not be denied to anyone on the basis of race, color, creed, national origin, physical or cognitive disability, sex, age, or any other basis prohibited by applicable law.

3. NATIONAL AND LOCAL SPONSORSHIP.

The Exhibition is currently supported by national sponsors and SITES continues to seek additional national sponsors. Exhibitor acknowledges and understands that current and future national sponsors have reasonable expectations of recognition for their contributions to the organizational and other costs of Exhibition.

Further, Exhibitor acknowledges and understands that Exhibition is made available at no cost due to the support of current and future national sponsors. Accordingly, Exhibitor agrees that current and future national sponsors shall be entitled to certain rights and benefits in connection with Exhibition. A nonexclusive, illustrative list of national sponsor rights and benefits is attached hereto as **Exhibit B**.

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Exhibitor shall provide the current and future national sponsors with the rights and benefits enumerated in **Exhibit B**, attached hereto. If and when additional national sponsors are secured, **Exhibit B** may be amended to enumerate additional specific rights and benefits.

Exhibitor understands and agrees that this Agreement is contingent upon SITES executing sponsorship agreements with additional national sponsors. In the event that SITES has not executed such sponsorship agreements at least one hundred eighty (180) days before the first day of the Display Period, SITES may, at its option, either postpone commencement of Exhibition tour to a future date or cancel Exhibition pursuant to **Section 14.2.5**.

- 3.1 Local Sponsorships. While SITES encourages Exhibitor to seek local sponsors for the Exhibition, the names of any local sponsors will be inextricably linked to the Smithsonian and to the national sponsor(s), if secured. Therefore, Exhibitor must receive approval from the SITES Advancement department contact (designated in the **Key Terms** above) for all prospects being solicited for local support **prior to solicitation**. SITES also reserves the right to review and approve any fundraising materials that mention the Smithsonian and/or the national sponsor(s) in advance of their distribution or other use. Exhibitor shall contact SITES Advancement department prior to entering into commitments with local sponsors.

4. RECOGNITION LINE AND RECOGNITION TEMPLATE.

- 4.1 Official Recognition Line. The recognition line ("Recognition Line") crediting the Smithsonian and the national sponsors is:

The Bias Inside Us is organized by the Smithsonian Institution Traveling Exhibition Service.

Major support is provided by The Otto Bremer Trust.

Additional support provided by Acton Family Giving, Anonymous, The Beverly Foundation, Steve and Sheri Lear, Target, the Margaret A. Cargill Foundation Fund of the Minneapolis Foundation, Thomson Reuters, Allianz of America, Valerie E. and William A. Anders, Julie and David Burton, the Dreier Family, Lennart Ehn and Ginger Lew, Expedia, Trevor and Melissa Fetter, the Roger S. Firestone Foundation, Brenda J. Gaines, Myra Hart and Kent Hewitt, Charlie and Nancy Hogan, Dr. Christine C. Jenkins and Mr. Pierre A. France, KNOCK, inc., Sarah Lawer and Frank Guanco, Kathleen Mason, Elyse Rabinowitz and Jim Porter, Dr. Philip S. and Alice Hoolihan Randall, Gloria del C. Rodriguez, the Family of Leona Roen, and Naoma Tate.

Based on an original concept developed by Tolerance in Motion: Steve Lear, Laura Zelle, and Elyse Rabinowitz, founders; Ellen Glatstein, Laura Lipshutz, Alice Randall, Joanne Jones-Rizzi, and Susan Shapiro, directors; Don Shelby, founding advisor; and the Jewish Community Relations Council of Minnesota and the Dakotas, Steve Hunegs, executive director.

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The Recognition Line, when accompanied by the Smithsonian and national sponsor and/or collaborator logos (if applicable) will be referred to hereinafter as the "Recognition Template."

Smithsonian reserves the right to amend the Recognition Line and Recognition Template to accommodate future national sponsors.

- 4.2 Use of Recognition Line and Recognition Template. Exhibitor shall use the full, official Recognition Line on/in all Exhibition Materials approved pursuant to **Section 11** below. "Exhibition Materials" shall mean all printed, visual, audio, electronic and broadcast materials related to Exhibition that use or incorporate content prepared by or for SITES or Exhibitor, including, but not limited to, invitations, brochures, posters, advertisements, banners, signage, websites, audio tours, videocassettes, catalogues, member, educational and public programming publications, and press releases. Exhibitor shall include the Smithsonian Institution logo and the national sponsor logos (both as pre-approved by the Smithsonian) beneath the Recognition Line on all printed and electronic Exhibition Materials in accordance with the Recognition Template.

5. LOCATION OF EXHIBITION; FACILITY REPORT FORM.

- 5.1 Location of Exhibition. Exhibition may only be shown in Exhibit Space or in such other location as has been approved in writing in advance by SITES. SITES must be informed of the exact location of Exhibition at all times.
- 5.2 Facility Report Form. Prior to signing this Agreement, Exhibitor has provided SITES with a completed and current *The Bias Inside Us* Facility Report Form (FRF), including a floor plan that clearly indicates the Exhibit Space in which Exhibition will be displayed, marking the path from the loading area to Exhibit Space, and any additional information as required, such as photographs of Exhibit Space.

6. FEES AND PAYMENTS. Exhibitor shall pay the costs associated with Exhibition as follows:

- 6.1 Participation Fee and Deposit. There is no Participation Fee or Deposit for Exhibition.
- 6.2 Shipping Costs. There is no shipping fee and SITES has designated a carrier (refer to **Section 9** for further information) as specified in the **Key Terms Section** above. Incoming shipments from the previous venue to Exhibitor are prepaid. If Exhibitor is billed for an incoming shipment, Exhibitor shall not pay the charges and shall contact the SITES Registrar (designated in the **Key Terms** above) immediately for instructions.
- 6.3 Additional costs. Any other costs associated with Exhibition, including, but not limited to, costs arising from shipping factors, installation, promotion, local outreach or special events, are the responsibility of Exhibitor.

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- 6.4 Survival of Payment Obligations. Exhibitor's payment obligations shall survive expiration or earlier termination of this Agreement, except as otherwise provided in **Section 14** below.

7. INSURANCE AND INDEMNIFICATION.

- 7.1 Insurance for Exhibition. SITES will arrange for insurance against all risks of physical loss or damage from any external cause for Exhibition on a wall-to-wall basis during transit, display, and storage subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin, or inherent vice; repairing, restoration, or retouching process; hostile or warlike action, terrorism, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation or radioactive contamination.

The Smithsonian Institution Collection Policy insures all fine arts, collectibles, objects of art or rarity, historical value or artistic merit, as well as all other property of similar nature:

- a) Property of the Smithsonian while in transit or on the premises of others;
- b) Property of others entrusted to the Smithsonian for exhibition or any other purposes whatsoever while in transit or wherever located; covering all such property on a wall-to-wall basis from the time said property is removed from its normal repository, incidental to shipment, until return thereto or other point designated by the owner or their agent prior to return shipment, including while in transit and/or while on exhibition and/or otherwise.

Damage or loss shall be determined by condition reports and condition summary reports for all components of Exhibition as well as notifications by Exhibitor while Exhibition is in Exhibitor's possession. The condition of all materials must be noted at both receipt and before outgoing shipment of Exhibition. Exhibitor agrees to notify SITES immediately of any theft, damage, or loss occurring while Exhibition is in its possession.

Exhibitor assumes responsibility for any liability that may arise as a result of Exhibitor's failure to give such timely notice. Exhibitor will be held liable for any damage or loss noted by the following venue that was not previously noted and reported to SITES. Exhibitor shall be responsible for damage or loss to property as a result of the gross negligence, omissions or misconduct of its employees, agents, or contractors, or as a result of Exhibitor's failure to comply with the provisions of the Agreement relating to the inspection, handling, installation and protection of Exhibition. Agents and contractors include, but are not limited to, those selected by Exhibitor for installation, deinstallation, protection, transit (local and outgoing), and storage.

- 7.2 Exhibitor Insurance. Notwithstanding the standard language herein, the parties agree and understand that the county self-funds its obligations hereunder.

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By its execution of this Agreement, Exhibitor warrants and agrees that it shall maintain commercial general liability insurance in amounts and covering risks appropriate for the liabilities which may arise out of Exhibitor's operations or on its premises. Such insurance shall be maintained from the effective date of this Agreement until the later of fourteen (14) days after the close of the Display Period or receipt by SITES of Exhibitor's closeout survey as required by **Section 10.2** below. These insurance requirements are Exhibitor's minimum requirements for compliance with the terms of this Agreement and shall not be considered indicative of the amounts and types of insurance needed by Exhibitor or a limitation of liability in the event of any claim. Neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve Exhibitor from any liability incurred or obligation to indemnify under this Agreement. All parties to this Agreement recognize and acknowledge that Exhibitor is a governmental or quasi-governmental entity, therefore Exhibitor's obligation to insure hereunder shall be subject to such statutory limitations as are imposed on Exhibitor by applicable state or municipal law, to wit—the State law of the State of Georgia and the municipal law of the City of Atlanta.

If the policy written is on a claims made basis, Exhibitor shall maintain coverage for a period of three (3) years following the expiration or termination of this Agreement. Exhibitor may use a combination of policies to achieve the minimum limits specified in this provision. Coverage must be placed with insurers in good financial standing. Exhibitor shall provide the Smithsonian with evidence of required insurance coverage thirty (30) days prior to the date that Exhibition is shipped to Exhibitor.

- 7.3 Indemnification by Exhibitor. SITES will have no responsibility for the day-to-day operations of Exhibition. Exhibitor agrees to indemnify and hold harmless the Smithsonian Institution, its Regents, officers, employees, agents, the United States, and the national sponsor(s) (if any) of Exhibition from and against any and all responsibility and liability for third party claims, damage, loss or expense, including legal fees or other expenses, caused by or arising out of Exhibitor's use of Exhibition, Exhibit Space and the operation of Exhibition, except to the extent that any such claims relate to the specific responsibilities expressly undertaken by SITES pursuant to this Agreement. All parties to this Agreement recognize and acknowledge that Exhibitor is a governmental or quasi-governmental entity, therefore Exhibitor's obligation to insure hereunder shall be subject to such statutory and constitutional limitations as are imposed on Exhibitor by applicable state or municipal law, to wit—the State law of the State of Georgia and the municipal law of the City of Atlanta, including but not limited to the Gratuities Clause prohibition on indemnification.

8. SECURITY, CARE, AND DISPLAY REQUIREMENTS.

All security, care, and display requirements including, but not limited to, space, environmental controls, protection, collections and exhibition management, shipping and receiving specific to Exhibition are set forth in **Exhibit C**, attached hereto. Exhibitor is required to adhere to all terms and conditions of **Exhibit C**. If lender requirements and/or Exhibition parameters change following execution of this Agreement, then an updated

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Exhibit C will be initialed and forwarded to Exhibitor once finalized for Exhibitor's authorized representative to initial and return to SITES within ten (10) business days (the "Revised **Exhibit C**"). The Revised **Exhibit C** will supersede the original **Exhibit C** and will be deemed to be incorporated into this Agreement.

- 8.1 Cleaning of Interactives/ Touchable Exhibition Components during COVID-19 and its variants. In order to best protect Exhibitor's staff and visitors, the Smithsonian Institution recommends that venues refer to the Centers for Disease Control and Prevention (CDC) guidance for the targeted cleaning of high-touch interactive surfaces within Exhibition. Below is the most recent link to CDC guidance, however these are updated periodically so please refer to the website at regular intervals: <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>.

The Smithsonian Institution recommends the following guidelines for cleaning exhibition surfaces and specific interactives within the Exhibition but emphasizes the recommendations of the CDC be followed:

-Wear disposable gloves to clean and disinfect any surface

-Gently wipe exhibition surfaces listed below using a lint-free or microfiber cloth. Cloths may be slightly dampened with a mixture of 70% rubbing alcohol and 30% water. Do not spray directly on surfaces. Any specific cleaning instructions for Exhibition are contained in the Exhibitor Support Materials available on the SITES portal.

If Exhibitor prefers to use Exhibition interactives/touchable components in a way that differs from the current presentation or to remove certain ones completely, contact the SITES Registrar (Meg Leahy, 202-633-5031, leahym@si.edu) for review and written approval prior to installation.

Should Exhibitor observe any damage to a touchable exhibition surface (including but not limited to discoloration or residue on cleaning cloths, surface fading, discoloration, or clouding; lifting of ink or adhesive materials; or any discernable surface irregularity), or should Exhibitor have any questions about cleaning guidelines or their application, contact the SITES Registrar immediately (Meg Leahy, 202-633-5031, leahym@si.edu), or the SITES Registrar line at 202-633-3170.

Much is still being discovered about the impacts of the COVID-19 virus and its variants and information remains fluid. The recommendations set forth above should be used as a recommended guideline only. Exhibitor understands and agrees that the Smithsonian Institution is not responsible or liable for the health or safety of Exhibitor's staff or visitors arising or resulting from contact with the Exhibition during installation, display and deinstallation dates, or at any time after Exhibition has been released from Exhibitor's location.

9. SHIPPING REQUIREMENTS.

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- 9.1 SITES allots one week between hosting venues on tour itineraries. **Unless otherwise specified, one week is designated for the following steps: deinstallation at the previous venue (1 day), shipping to Exhibitor's venue (2-3 days), and installation at Exhibitor's venue (2 days).** As the Exhibition is scheduled to close on a Friday, deinstallation will occur on the weekend in order for the shipping to occur at the beginning of the week. In order to avoid working on the weekend, it is the Exhibitor's discretion to close the Exhibition earlier than the designated Friday so that deinstallation would occur during the weekdays before the outgoing shipping. SITES will make every effort to have the Exhibition delivered and collected on a weekday during normal business hours, however, shipping may occur any day of the week including weekends and federal holidays. With the shipper, SITES will make every effort to schedule an on-time delivery, however SITES will not be responsible for any delay in shipping caused by factors beyond SITES' reasonable control (e.g. weather, acts of God) and Exhibitor will need to adapt Exhibition schedule accordingly. SITES sets these time periods to manage the entire tour and accommodate all venues equally. Exhibitor is contractually obligated to follow the schedule established by SITES (detailed in **Section 9.2** below). In the event Exhibitor wishes to receive Exhibition earlier than its established date or to release Exhibition earlier than its established date, these arrangements must be mutually agreed upon between Exhibitor and the institution preceding or following Exhibitor, and any additional costs will be the responsibility of Exhibitor. SITES shall have final approval over any changes in shipping dates.

In addition, in the event that Exhibitor has any special requirements for off-loading or delivery, such as lift-gate, vehicle size restrictions, or limited loading dock hours, Exhibitor is responsible for notifying the designated carrier and SITES. Exhibitor is responsible for any additional costs associated with these special requests.

- 9.2 Incoming/Outgoing Shipping Procedures. Shipping arrangements will be made by SITES, and Exhibitor must comply with them. SITES has selected a designated carrier and there are no shipping costs for the Exhibitor unless there are additional costs as referenced in **Section 9.1**.

Exhibitor should receive notice by telephone and an email from the designated carrier no later than seven (7) days in advance of Exhibitor's Display Period. If notice is not received by such date, Exhibitor must immediately contact the SITES Registrar. Under no circumstances will SITES bear any responsibility or liability for damages or costs arising from any delay caused by Exhibitor in receipt of Exhibition from previous venue.

Delivery of Exhibition is door-to-door only. Exhibitor is responsible for all off-loading labor and equipment as well as the associated costs. Release of Exhibition is door-to-door only. Exhibitor is responsible for ensuring that all crates are packed with all contents as listed on the inventory, having packed crates stationed by outgoing door prior to carrier's arrival, and that all packed crates are transferred to the truck. Photograph(s) demonstrating that all of the crates are loaded onto the truck must be emailed to SITES Registrar directly after loading.

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Non-compliance with SITES' shipping arrangements will result in Exhibitor's financial responsibility for all costs, such as, but not limited to, expedited shipping, overnight airfreight expenses, or overtime personnel charges incurred to provide for the safe and timely delivery of Exhibition to the next venue. Exhibitor shall indemnify SITES for any consequential damages incurred by the next venue as a result of the delay.

10. ADDITIONAL OBLIGATIONS OF EXHIBITOR.

- 10.1 Community Engagement. Due to the high community engagement expectations, the Exhibitor agrees to work with the Community Engagement Coordinator (designated in the **Key Terms** above) to identify organizations to partner with; identify goals of the exhibit; and plan a minimum of two pre-approved engagement programs based on the exhibition application. See **Exhibit D** attached hereto.
- 10.2 Promotion and Public Relations. Exhibitor agrees to use its best efforts to promote and advertise Exhibition; provided, however, that Exhibitor shall not commence any such promotional activities until this Agreement is executed. For purposes of this **Section 10.1**, best efforts may include, but are not limited to, scheduling press conferences, distributing media packets, organizing media events and conducting public programs. A written description of Exhibitor's public relations plans and strategies to promote and advertise Exhibition shall be submitted to the SITES Public Relations contact (designated in the **Key Terms** above) for written approval no later than six (6) months prior to the commencement of the Display Period or, if less than six (6) months remains before the Display Period commences on the date of Exhibitor's execution of this Agreement, then within thirty (30) days of such execution date.
- 10.3 Closeout Survey. Within fourteen (14) days of the end of the Display Period, Exhibitor agrees to complete the online Exhibition closeout survey that SITES will provide by e-mail to Exhibitor.
- 10.4 Press Information and Gallery Photographs. Within fourteen (14) days of the end of the Display Period, Exhibitor agrees to provide to the SITES Public Relations contact copies of all press clippings and public announcements and one set of Exhibition gallery photographs showing the fully installed Exhibition at Exhibitor's facility. Exhibitor shall also sign a Smithsonian license agreement allowing Smithsonian use of the photographs for standard non-profit museum use including promotion, publicity and archives. A sample of the Smithsonian license agreement is attached hereto as **Exhibit E**.
- 10.5 Cooperation. From time to time, SITES may call on Exhibitor to schedule an event on short notice or otherwise request Exhibitor's cooperation and/or the use of Exhibitor's facilities for purposes related to Exhibition. Exhibitor agrees to use its best efforts to accommodate any such requests made by SITES.

11. SUPPLEMENTARY EXHIBITION MATERIALS.

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11.1 SITES-Prepared Exhibition Materials. SITES will provide Exhibitor with registration and installation resources (in digital format and, in some cases, hard-copy) for Exhibitor's internal use, at no charge. The SITES materials include educational materials and publications prepared by SITES, including the Smithsonian Learning Lab site and *The Bias Inside Us* website. In the event that SITES produces multiple copies of these educational materials for distribution to the public, SITES will provide Exhibitor with an initial supply for use in connection with Exhibition.

11.2 Mandatory Review of Exhibitor-Produced Exhibition Materials. Exhibitor shall promptly submit all Exhibition Materials, whether the content thereof has been supplied in whole or in part by SITES or developed in whole or in part by Exhibitor, to the SITES Project Director (designated in the **Key Terms** above) for review prior to publication, production, or use.

In order to facilitate a timely review and response, SITES must receive such materials in draft form at least five (5) business days prior to the date of any applicable deadline for placement, production, printing and/or implementation; in the case of press releases and news media advertisements, a minimum of three (3) full business days is required and Exhibitor must submit the same to SITES for review and approval sufficiently in advance of any deadline for placement.

11.3 Prior Approval of Supplementary Exhibition Materials. Should Exhibitor wish to create its own materials (including, but not limited to, educational and/or promotional materials) to supplement the Exhibition Materials prepared by SITES, in addition to submitting all such Exhibitor-prepared Exhibition Materials for prior review pursuant to **Section 11.2** above, Exhibitor shall first obtain prior written approval from the SITES Project Director.

12. MERCHANDISE.

Exhibitor shall not produce or allow the production of any merchandise of any kind in connection with Exhibition without the prior written approval of SITES. In the event the Smithsonian Institution produces merchandise (such as posters, note cards, T-shirts, etc.) in conjunction with Exhibition that Exhibitor wishes to purchase for resale, Exhibitor shall purchase such merchandise from the Smithsonian's authorized suppliers only.

13. COPYRIGHT; USE OF NAMES.

13.1 The Smithsonian Institution and/or its collaborator(s) own or have secured all rights, including copyright, in and to Exhibition and the Exhibition Materials (as defined in **Section 4.2** above) prepared by SITES. Exhibitor may not reproduce, distribute, display, alter or otherwise use any Exhibition Materials, whether prepared by SITES or by Exhibitor, or any portion thereof, for any purpose without the express written permission of SITES.

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- 13.2 Exhibitor is hereby put on notice that the Smithsonian owns, controls, or has registered the trademarks "Smithsonian," "Smithsonian Institution," and certain other names, along with the Smithsonian's sunburst logo (the "Smithsonian Marks"). Except as expressly provided in this Agreement, Exhibitor shall not refer to the Smithsonian Marks, or to any of the Smithsonian's museums, exhibits, programs, or facilities in any manner or in any medium for any purpose whatsoever, including but not limited to advertising, marketing, promotion, publicity, solicitation, or fundraising. Exhibitor may use the Smithsonian Marks solely in connection with this Agreement, provided that Exhibitor obtains the Smithsonian's prior, written approval, which shall not be unreasonably withheld. This **Section 13.2** survives the expiration or earlier termination of this Agreement.

14. TERMINATION.

- 14.1 Cancellation of Reservation. If Exhibitor fails to return this Agreement, duly executed, within thirty (30) days and no alternate arrangements have been agreed upon in writing by SITES, then SITES may, at its discretion, cancel Exhibitor's reservation for Exhibition.

In the event of any such cancellation, neither SITES nor Exhibitor shall have any further liability to the other.

- 14.2 Termination of Agreement by SITES. SITES reserves the right to terminate this Agreement by written notice based on the following:
- 14.2.1 Exhibitor breaches a material term of this Agreement, provided SITES has provided Exhibitor with notice of the breach and Exhibitor has failed to cure the breach within thirty (30) days of receipt of the breach notice (excepting a breach of **Exhibit C**, for which there is no cure period and termination is immediate upon receipt of notice).
- 14.2.2 Exhibitor has unpaid debts that are due and owing to SITES as of ninety (90) days prior to the first day of the Display Period. Exhibitor agrees that unless it promptly pays the full amount remaining due to SITES, Exhibitor will be in breach of this Agreement;
- 14.2.3 Exhibitor has failed to provide a completed FRF and any additional facility information as required within thirty (30) days of the date of its execution of this Agreement;
- 14.2.4 If upon reviewing Exhibitor's FRF, SITES has determined, in the reasonable exercise of its discretion, that Exhibitor's facilities are inadequate to receive and/or display Exhibition, or to meet the security requirements for Exhibition, SITES shall give notice of such determination and termination is given to Exhibitor; or
- 14.2.5 SITES is unable to secure a national sponsor for Exhibition at least one hundred eighty (180) days before the first day of the Display Period, or in the unlikely event that SITES terminates this Agreement for any reason other than those enumerated above, SITES shall not be responsible for any direct or consequential damages or other costs and expenses arising from such termination.

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- 14.3 Termination by Exhibitor. Exhibitor may terminate this Agreement upon written notice to SITES; however, any such termination shall not relieve Exhibitor of its obligation to pay storage and shipping fees related to Exhibition, as set forth in **Section 6.3** above.

In the event Exhibitor cancels Exhibition, SITES shall make every reasonable effort to find a suitable, substitute venue (the "Substitute Venue") to cover the Display Period. Though not required by this Agreement, Exhibitor may also make a reasonable effort to find a Substitute Venue which is subject to SITES' final approval.

- 14.3.1 Should Exhibitor cancel Exhibition prior to the Display Period, and the Smithsonian and/or a third-party have not already paid applicable shipping fees, Exhibitor will not be responsible for paying shipping fees; however, in the event a Substitute Venue is not secured within 180 days, Exhibitor shall be responsible for storage and shipping fees and shall pay same within thirty (30) days of the date of invoice (described in **Section 6.3**).
- 14.3.2 Notwithstanding anything to the contrary contained in this **Section 14.3**, if SITES is able to recover all or part of the amount due from or paid by Exhibitor from the Substitute Venue for the same Display Period, then SITES will credit recovered amounts to Exhibitor, minus direct and indirect costs incurred by Smithsonian, to procure a Substitute Venue.
- 14.4 Force Majeure. Excluding payment of monies due, neither party shall have any liability to the other for any delay or failure to perform, in whole or in part, or for any cancellation in connection with performance of any obligations hereunder, if such failure or cancellation is due to any cause beyond its reasonable control, including, but not limited to, acts of God, war, riots, civil disturbances, fires, floods, strikes, terrorist acts or credible threat of same, lock-outs, labor disputes, failures in public supply of utilities or any other causes beyond the control of either party whether similar or dissimilar to the foregoing.

15. MISCELLANY.

- 15.1 Not a Partnership. This Agreement is an Agreement between two independent parties and shall not be deemed or construed to make either party an agent, representative, employee, partner, joint venture or associate of the other party. Exhibitor has no power or authority to act for, represent, or bind SITES, the Smithsonian Institution, or any entity affiliated with the Smithsonian Institution in any manner.
- 15.2 Confidentiality. The financial terms of this Agreement are considered proprietary information and shall be kept confidential by Exhibitor, its directors, officers, representatives and employees. Confidential information may be disclosed: (a) to immediate legal and financial consultants as required in the ordinary course of business, provided that such consultants agree to be bound by this provision; (b) as necessary to comply with any law, code, rule or regulation, or (c) to any court or governmental authority pursuant to law, or valid court order, provided that Exhibitor shall assert the confidential nature of the information to be disclosed, immediately notify SITES of the

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requirement or order to disclose in advance of disclosure and comply with any protective order instituted by the court or governmental authority. The obligation to maintain the confidentiality of such information shall continue until the expiration of three (3) years from the termination or expiration of this Agreement. The Smithsonian Institution is a trust instrumentality of the United States and has adopted a written policy for responding to requests for Smithsonian Institution records, including paper documents, electronic data, email, contracts, and other information stored or maintained by the Smithsonian, consistent with the principles of disclosure under the Freedom of Information Act, 5 United States Code (U.S.C.), §552 as described at <https://www.si.edu/OGC/Records-Requests>. Any requests submitted to the Smithsonian for records related to this Agreement will be processed in accordance with the Smithsonian's records disclosure policy.

- 15.3 Change in Operating Name and/or Management. Exhibitor must provide written notice to SITES if Exhibitor changes its name or a significant portion of its operating management. Any such changes shall not operate as a waiver of Exhibitor's obligations under this Agreement.
- 15.4 Examination of Records. Exhibitor agrees that for a period of three (3) years after the expiration or termination of this Agreement or on the date final payment under this Agreement is received by SITES, whichever is later, the Smithsonian or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, or records of Exhibitor relating to Exhibition at Exhibitor's principal place of business during regular working hours and may make copies or extracts there from with appropriate safeguards, if any, for confidentiality.
- 15.5 Notices. For purposes of liaison and direction in contractual interpretation matters, dispute resolution or for modification of this Agreement, the following authorized representatives shall represent each party. All notices shall be given by U.S. certified mail, postage prepaid, return receipt request, express overnight courier, or other method evidencing receipt:

If to SITES:

Smithsonian Institution Traveling Exhibition Service
600 Maryland Avenue SW
Suite 500E
Washington, DC 20024
Authorized Representative: Tricia Edwards, Deputy Director

If to Exhibitor:

Fulton County
Attention Fulton County Library System
Central Library - Headquarters
1 Margaret Mitchell Square NW

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Atlanta, Georgia 30303
Authorized Representative: Cheryl Small

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

SITES and Exhibitor shall promptly advise one another in writing of any substitution of said representatives.

- 15.6 Amendments/Assignments. No amendments, modifications or waivers to this Agreement shall be valid unless in writing and signed by all parties to the Agreement. No assignment shall be permitted absent the written approval of all parties to this Agreement. This Agreement shall be binding upon the successors and assigns of the parties.
- 15.7 Waiver and Breach. The waiver by either party or the failure by either party to claim a breach of any of the provisions of this Agreement shall not be, or be construed to be, a waiver of any subsequent breach, whether of similar or dissimilar nature, or in any way affect the effectiveness of such provision, or a waiver by such party of its rights to insist at any subsequent time upon the full performance of any of the terms of this Agreement.
- 15.8 Severability. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.
- 15.9 Captions and Headings. The captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.
- 15.10 Counterparts. This Agreement may be executed in counterparts, with each copy having the effect of an original.
- 15.11 Applicable Law. This Agreement shall be governed by and construed in accordance with applicable federal laws and the laws of the District of Columbia regardless of the place of its execution or performance.
- 15.12 Entire Agreement. This Agreement, including the **Key Terms** and all **Exhibits** attached hereto, constitutes the entire agreement between the parties and supersedes all previous negotiations, representations, and agreements on this matter. There are no other written or oral agreements, representations, or understandings with respect to the subject matter of this Agreement.

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This Agreement shall not be deemed effective, final, or binding upon Exhibitor or the Smithsonian Institution until it is signed and dated by each party's authorized representative.

[AREA INTENTIONALLY LEFT BLANK]

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Initials (Smithsonian Institution) SE

Accepted and Agreed:

For Exhibitor
Fulton County



Robert L. Pitts, Chairman

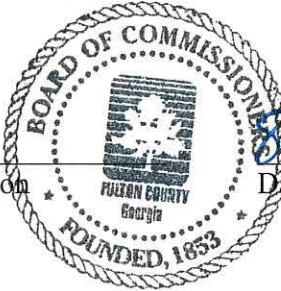
8/18/23

Date

ATTEST:



Tonya R. Grier, Clerk to the Commission



8/18/2023

Date

APPROVED AS TO CONTENT:

DocuSigned by:



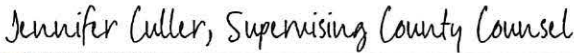
Gayle Holloman, Fulton County Library System

8/17/2023 | 3:10 PM EDT

Date

APPROVED AS TO FORM:

DocuSigned by:



County Attorney

8/17/2023 | 3:52 PM EDT

Date

For Smithsonian Institution

DocuSigned by:



Susan Engelhardt

Smithsonian Institution

8/17/2023 | 3:06 PM EDT

Date

Initials (Exhibitor) BLP
Initials (Smithsonian Institution) SE

ITEM # 23-0526 RCS 8/16/23
RECESS MEETING

Exhibit A

This Exhibit is incorporated into and made a part of the Agreement by and between Fulton County for its Library System ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

Exhibition Checklist

- 11 free-standing structural sections
- 12 monitors which attach to the structure
- 3 interactives

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Exhibit B

This Exhibit is incorporated into and made a part of the Agreement by and between Fulton County for its Library System ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

National Sponsor(s) Rights and Benefits

Current and future national sponsors shall be entitled to the following rights and benefits from or involving Exhibitor:

The Recognition Line for the national sponsor(s) must appear first, foremost and most prominently in any use of names, logos or logo faces, in form and appearance approved by SITES, in any and all brochures, advertisements, educational and public programming materials, event invitations, Websites/pages for or about Exhibition, and any other materials in any media produced by or for Exhibitor relating to Exhibition, regardless of any local or other sponsorship or underwriting of any of the foregoing.

Recognition of the national sponsors in a Recognition Line (but without logos) in all press or media releases for Exhibition produced by Exhibitor.

Placement of the Recognition Line for local sponsors shall be below and in smaller typeface than that of the national sponsors. No logo of a local sponsor may appear without the logo of the national sponsors.

The opportunity to host either Exhibition opening or another Exhibition-related, onsite event(s) at Exhibitor, at the sponsor's expense but with all applicable facility and/or rental fees waived by Exhibitor. If Exhibitor is the premier host venue and if there is an opening event for Exhibition, the national sponsor(s) will be invited to participate and to speak if there is a speaking program, whether or not they are also the host of the event.

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Exhibit C

This Exhibit is incorporated into and made a part of the Agreement by and between Fulton County for its Library System ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

Security, Care and Display Requirements

This Exhibition has been designated **LIMITED SECURITY**. It will be offered only to those institutions able to meet the Smithsonian's requirements set forth herein.

General guidelines are given below for exhibition spaces as well as for crate storage and staging areas. These are minimum requirements. Guidelines are subject to change. Notice, along with the updated guidelines, will be provided to Exhibitor should any changes occur.

Current Facility Report Form (FRF) must be reviewed and approved by SITES.

SITES will provide Exhibitor with written instructions (Registration and Installation Resources in the Exhibitor Support Materials) for the receipt, movement, unpacking, handling, storage, installation, display, packing, and shipping of Exhibition. Exhibitor shall ensure strict adherence to all such instructions and requirements.

Failure to provide security equal to or greater than that required herein for Exhibition may result in Exhibitor's liability for loss or damages. SITES Registrarial staff is happy to answer any questions about security requirements.

The following conditions must be met for *The Bias Inside Us*:

Space

- This Exhibition requires a minimum of ~1000 square feet of space.
- The Exhibition must be displayed in a gallery, lounge area, or other defined, enclosed, interior space. Exhibitor must have controlled access gallery(ies) or lounge area with sufficient area, wall space, ceiling height, and wall strength to accommodate Exhibition
- Exhibition cannot be displayed in an open mall, hallway, outdoors, tent, or temporary structure.
- All gallery preparation work, especially painting and construction, must be completed at least 48 hours before Exhibition is brought into the gallery.
- Smoking (including electronic cigarettes), eating, and drinking are prohibited in Exhibit Space and staging and storage areas.
- Functioning fire prevention systems and fire protection devices that alert guards and/or local fire department must be available in the Exhibit Space and staging and storage areas. Fire prevention and protection systems, as required by law, must meet local ordinances and are subject to SITES' advance, written approval.
- No part of Exhibition may be stored, crated or moved off Exhibitor's premises without prior written authorization from the SITES Registrar.

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- Empty crates must be stored indoors, with lids on and bolted, in a secured, pest-free, and temperature controlled storage space.

Environmental Controls

- Direct sunlight must be eliminated to prevent fading of Exhibition components.

Protection

- Exhibitor is responsible for the safety and security of Exhibition at all times while it is on Exhibitor's premises.
- Guards or other trained personnel (can include docents or volunteers) must be present during truck off-loading, unpacking, installation, de-installation, packing, and load-out.
- A minimum of one guard or trained personnel (can include docents or volunteers) must be present in Exhibit Space at all times during public hours and any special events to maintain proper crowd control and to assure the security of Exhibition components while it is on display. Guard(s) may be performing other duties; however, monitoring Exhibition must be their primary duty.
- Security cameras may be substituted for human guards during public hours. However, trained personnel (can include docents or volunteers) must be present in Exhibit Space to maintain proper crowd control and ensure the security of Exhibition components during large group visits such as school groups or special events.
- Exhibition must be secured during closing hours, including either periodic checks of Exhibit Space by guard personnel or regularly monitored electronic surveillance to detect motion, heat, and smoke. (For the purpose of this Agreement, closed-hours is defined as any time of the day or night during which Exhibition is not open for viewing.)

Collections and Exhibition Management

- Exhibitor is required to have four to six staff members and/or volunteers available for installation and de-installation.
- A member of Exhibitor's staff must check Exhibition once daily in order to note any changes or damage. SITES must be notified immediately of any change or damage to Exhibition components.
- Exhibition is accompanied by a cumulative condition report book with entries for each component. Exhibitor is required to complete an entry on the condition of each item in Exhibition during unpacking and re-packing.
- The Incoming and Outgoing Condition Report Summaries must be completed and returned to SITES Registrar within 48 hours of unpacking and repacking.
- No component in Exhibition may be cleaned, altered or modified without prior written permission from the SITES Registrar.
- Exhibitor shall also examine the condition of Exhibition installation materials upon unpacking and periodically thereafter, and report any malfunctions,

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impairment of condition, breakage, damage or loss to SITES immediately. If such notice is not given and Exhibitor effects repairs at its own expense, SITES will not pay for such costs. If repair or replacement costs are prepaid by SITES and SITES determines the work is reimbursable, Exhibitor agrees to pay SITES' invoice upon receipt. Exhibitor shall be responsible for repair and/or replacement of parts or components of Exhibition due to negligence while Exhibition is in the possession and control of Exhibitor. Unauthorized repairs or replacements are not permitted.

- Exhibition structure, including brackets and hanging hardware, may not be altered or modified and must be used as instructed.
- Any security devices provided with Exhibition must be used as instructed.
- Follow cleaning instructions for components provided in the Registration and Installation Resources folder in the Exhibitor Support Materials.
- Exhibition may include content such as audio/visual components computer interactives, electronic interactives, mechanical interactives, and/or specialized lighting. Exhibitor must provide staff to install, trouble-shoot and maintain these components. More detailed information will follow.
- If Exhibition includes electronic or interactive components, SITES will provide supplementary instructions for the daily use, maintenance, installation, and de-installation of all interactive and technical components. Exhibitor shall ensure strict adherence to such instructions and agrees to provide at least one staff person with relevant experience for the duration of the Display Period to oversee and maintain any interactive components.
- All electronics must be powered down during closing hours.
- Detailed information will follow with regard to any objects meant to hang on the wall and their respective weight. Wall capacity must be capable of withstanding the load.
- Detailed information will follow with regard to any objects meant to hang on the wall and their respective weight. Gallery flooring must be capable of withstanding the weight.
- Photography by the public is limited to hand held cameras without flash or tripod.
- The use of selfie sticks is prohibited.
- Publicity photographs require prior approval by SITES. Photography for condition reporting purposes is permitted; please forward these images to the SITES Registrar.
- Any images of Exhibition crates used for traditional or social media must have the identifying markers (SITES' name and Exhibition number) blurred in order to maintain security protocols.

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Shipping and Receiving

- Exhibition is anticipated to be shipped to each venue in a 48'-53' tractor trailer. Exhibition must be off-loaded directly from the truck into the facility. Any plans that deviate from these requirements must be approved in advance by the SITES Registrar.
- Exhibition crates may **not** be stacked in the truck unless otherwise indicated on the crate list.
- Detailed information will follow with regard to Exhibition crates and their weight. Exhibitor must have the facility, staff or contractors, and equipment required for safe receipt of crates and movement into storage and gallery.
- Exhibitor's responsibility for the components of Exhibition includes the crates and other packing materials. The conditions of the materials must be noted at both receipt and outgoing shipment of Exhibition. Exhibitor may be held liable for any damage to the crates and packing materials noted by the venue following Exhibition that Exhibitor had not previously noted and reported to SITES. This includes any damage that is caused by the shipping company Exhibitor has contracted for outgoing shipment. If crates are delivered damaged: Exhibitor must indicate that damage on any receipts Exhibitor is asked to sign by the shipping company (Bills of Lading, etc). If Exhibitor does not have time to inspect each crate, then on the carrier's receipt Exhibitor must write "condition pending inspection" before signing.

For any questions regarding this material, please contact the SITES Registrar Meg Leahy, 202-633-5031, leahym@si.edu.

**In the event of damage or theft, immediately
contact the SITES General Registrar Line for
instructions:**

202-633-3170

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Exhibit D

This Exhibit is incorporated into and made a part of the Agreement by and between Fulton County for its Library System ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

*****Attach completed venue host application*****

Initials (Exhibitor) RLP

Initials (Smithsonian Institution) SE

Exhibit E

This Exhibit is incorporated into and made a part of the Agreement by and between Fulton County for its Library System ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

Sample License Agreement (Photos from Exhibitor)

[I, _____, hereby grant] or [venue name hereby grants] to the Smithsonian Institution Traveling Exhibition Service (SITES) of the Smithsonian Institution (hereinafter "Smithsonian") a royalty-free, irrevocable, and non-exclusive license to use my image(s) specified below for standard non-profit museum uses. Such uses shall include, but not be limited to, exhibition, promotion, publicity, Smithsonian website pages, educational activities, archives, research, brochures, and other non-profit, educational publications created by or on behalf of Smithsonian. For these purposes, publications shall mean print, digital, electronic, and all other forms of media.

RESTRICTIONS ON USE OF MATERIALS, if any:

TYPES OF MATERIALS (please check):

☐ Digital Files ☐ Photographs ☐ Illustrations
☐ Textual Materials ☐ Audiotape ☐ Videotape
☐ Other (describe) _____

DETAILED DESCRIPTION OF MATERIALS:

CREDIT LINE AND/OR CAPTION:

ADDITIONAL PERMISSIONS NEEDED, IF ANY (for example, copyright owner, subjects in photographs, illustrations in text)

FEE (if required) _____

DISPOSITION OF MATERIALS AFTER USE (please check one):

☐ Return to owner ☐ May be retained ☐ Not applicable

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WARRANTY: I warrant and represent that I am the owner of the materials described, including copyright, and that I have the full authority to grant the requested license. If the materials include materials for which multiple permissions are required (for example, subjects depicted in photographs), I warrant that I have obtained all necessary permissions, including without limitation, copyright and rights of privacy and publicity, from the rights-holders or have specified on the "Additional Permissions" line above, all additional permissions that the Smithsonian must obtain in order to fully exercise the rights granted herein. I will indemnify and hold harmless the Smithsonian Institution from any claim, cause or allegation asserted by a third party against the Smithsonian Institution for infringement or violation of copyright or other rights based on its use of the materials.

Name (please print)	Signature	Date
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Organization

Address

Telephone Number	FAX Number	E-mail address
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Smithsonian Unit Procurement Officer	Date
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Initials (Exhibitor) RLP

Initials (Smithsonian Institution)  SE

Certificate Of Completion

Envelope Id: 7AE5778910D944589849289AC83B4982

Status: Completed

Subject: Complete with DocuSign: The Bias Inside Us Exhibition Agreement - 2413 - Fulton County Library ...

Purchase Order Number:

Source Envelope:

Document Pages: 26

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 26

Jason Allen

AutoNav: Enabled

AllenJ2@si.edu

EnvelopeId Stamping: Enabled

IP Address: 24.102.117.32

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Jason Allen

Location: DocuSign

8/16/2023 1:03:14 PM

AllenJ2@si.edu

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: Smithsonian Institution

Location: DocuSign

Signer Events

Susan Engelhardt


engelhardts@si.edu

Contracting Officer

Smithsonian Institution

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



8229E4A99B0D411...

Signature Adoption: Pre-selected Style
Using IP Address: 160.111.254.17**Timestamp**

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Viewed: 8/17/2023 3:05:44 PM

Signed: 8/17/2023 3:06:48 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gayle Holloman

Gayle.Holloman@fultoncountyga.gov

Executive Director

Fulton County Government

Security Level: Email, Account Authentication
(None)

DocuSigned by:



94183FCA11D54AB...

Signature Adoption: Pre-selected Style
Using IP Address: 12.247.68.34

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Viewed: 8/17/2023 3:09:01 PM

Signed: 8/17/2023 3:10:39 PM

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ID: 3db6c2b8-833d-4247-b4ad-b2531162f338

Jennifer Culler, Supervising County Counsel

Jennifer.Culler@fultoncountyga.gov

County Attorney's Office

Security Level: Email, Account Authentication
(None)

DocuSigned by:



D4470D1D3F234AA...

Signature Adoption: Pre-selected Style
Using IP Address: 104.60.248.53

Sent: 8/17/2023 3:10:43 PM

Viewed: 8/17/2023 3:51:41 PM

Signed: 8/17/2023 3:52:26 PM

Electronic Record and Signature Disclosure:
Accepted: 8/17/2023 3:51:41 PM
ID: 2a91f454-9825-4043-97eb-526de813c341**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Carlos Vilela

carlos.vilela@fultoncountyga.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 8/17/2023 3:52:30 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

8/17/2023 9:45:32 AM

Certified Delivered

Security Checked

8/17/2023 3:51:41 PM

Signing Complete

Security Checked

8/17/2023 3:52:26 PM

Completed

Security Checked

8/17/2023 3:52:30 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Smithsonian Institution (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Smithsonian Institution:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sternb@si.edu

To advise Smithsonian Institution of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sternb@si.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Smithsonian Institution

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sternb@si.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Smithsonian Institution

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sternb@si.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Smithsonian Institution as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Smithsonian Institution during the course of your relationship with Smithsonian Institution.