

10-K-1161

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A RESOLUTION  
 BY COUNCILMEMBER KWANZA HALL  
 A RESOLUTION AUTHORIZING THE  
 MAYOR OR HIS DESIGNEE TO ENTER  
 INTO A MEMORANDUM OF  
 UNDERSTANDING BETWEEN THE CITY  
 OF ATLANTA AND THE KINGDOM OF  
 BAHRAIN FOR THE PURPOSES OF  
 DEVELOPING POTENTIAL PROJECTS  
 AND AREAS OF COOPERATION  
 BETWEEN THE TWO GOVERNMENTS;  
 AND FOR OTHER PURPOSES.

ADOPTED BY  
 JUN 07 2010  
 COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred  
 Referred To:  
 Date Referred  
 Referred To:  
 Date Referred  
 Referred To:  
 Referred To:

First Reading

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_  
 Referred To \_\_\_\_\_

Committee	Date	Chair	Action	Fav, Adv, Hold (see rev. side)	Other	Members
Refer To						
Committee						
Date						
Chair						
Action						
Fav, Adv, Hold (see rev. side)						
Other						
Members						

Committee	Date	Chair	Action	Fav, Adv, Hold (see rev. side)	Other	Members
Refer To						
Committee						
Date						
Chair						
Action						
Fav, Adv, Hold (see rev. side)						
Other						
Members						

- FINAL COUNCIL ACTION
- 2nd
  - 1st & 2nd
  - 3rd
  - Consent
  - V Vote
  - RC Vote

CERTIFIED

CERTIFIED  
 JUN 07 2010

ATLANTA CITY COUNCIL PRESIDENT

*[Handwritten signature]*

CERTIFIED  
 JUN 07 2010

*[Handwritten signature]*  
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

JUN 9 2010

*[Handwritten signature]*  
 MAYOR



*Don Waters*  
*Cheryl L. Lewis*  
*Robert L. Carter*  
*Cleta Henslow*  
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*Kr 1 h*

10-R -1161

10-R

**A RESOLUTION  
BY COUNCILMEMBER KWANZA HALL**

**A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ATLANTA AND THE KINGDOM OF BAHRAIN FOR THE PURPOSES OF DEVELOPING POTENTIAL PROJECTS AND AREAS OF COOPERATION BETWEEN THE TWO GOVERNMENTS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the United States of America and the Kingdom of Bahrain entered into a Free Trade Agreement ("FTA") on August 1, 2006; and

**WHEREAS**, the City of Atlanta ("City") is a city in the United States of America and is interested in expanding its business presence and engaging cooperative partners abroad; and

**WHEREAS**, pursuant to the Atlanta City Charter Section 3-104(11), the Mayor may represent the City in affairs of intergovernmental relations to promote and to improve the government of the City and to encourage the growth of the City; and

**WHEREAS**, the City and the Kingdom of Bahrain seek to promote growth and greater business harmony by working jointly in the spirit of the FTA; and

**WHEREAS**, the City can benefit greatly from the opportunity to provide a framework to develop and to undertake collaborative activities and projects, to share knowledge and to have integrated technical exchanges and assistance in the areas of mutual interests.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, that the Mayor or his designee is authorized to enter into a Memorandum of Agreement with the Kingdom of Bahrain for the purposes of developing potential projects and areas of cooperation between the two governments; and for other purposes.

**BE IT FURTHER RESOLVED**, that the Memorandum of Understanding ("MOU") is only intended to promote cooperation between the City and the Kingdom of Bahrain and is not an attempt to regulate trade and does not create any legally binding rights or obligations.

**BE IT FURTHER RESOLVED**, that the City Attorney is directed to prepare an appropriate Agreement for execution by the Mayor.



**BE IT FURTHER RESOLVED**, that the Agreement will not become binding on the City, and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney, and delivered to the Kingdom of Bahrain.

**BE IT FINALLY RESOLVED**, that all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of any such conflict.

A true copy,

ADOPTED by the Atlanta City Council  
APPROVED by Mayor Kasim Reed

JUN 07, 2010  
JUN 09, 2010

*Shonda Daughlin Johnson*  
Municipal Clerk



**MEMORANDUM OF UNDERSTANDING  
ON ESTABLISHING A BILATERAL PARTNERSHIP FOR BUSINESS  
BETWEEN**

**The City of Atlanta, Georgia, United States of America, Atlanta Development Authority,  
And  
The Economic Development Board, the Kingdom of Bahrain**

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on the 9<sup>th</sup> June, 2010 by and between:

- (1) Bahrain Economic Development Board, a Bahraini Governmental body established pursuant to Decree No. (9) of 2000 as amended, having its main address at P.O. Box 11299 Manama, Kingdom of Bahrain and represented for the purposes of this MOU by H. E. Shaikh Mohammed Bin Essa Al-Khalifa in his capacity as the Chief Executive Officer, (hereinafter referred to as "EDB").
  
- (2) The City of Atlanta, a municipal corporation under the laws of the State of Georgia, United States of America and having its principal address at 55 Trinity Street, Atlanta, Georgia 30303 and represented by Kasim Reed in his capacity as the Mayor of the City of Atlanta (hereinafter referred to as "Atlanta"), Atlanta Development Authority (hereinafter, "ADA"), as the economic development and business attraction arm of the City of Atlanta.

Each referred to as the "**Participant**" and collectively the "**Participants**".

Have reached the understandings contained herein:

**1. Background**

The governments of the Kingdom of Bahrain and the United States of America have concluded a Free Trade Agreement (FTA) which entered into force on the 1<sup>st</sup> August, 2006. The Participants seek to promote within the Atlanta and the Kingdom of Bahrain growth, greater business harmony by working jointly towards implementing further the aims and spirit of the FTA.

Both Participants have fostered a climate of innovation and advancement. They both foresee opportunities for strength and synergies between the City of Atlanta and the Kingdom of Bahrain to be cultivated thereby creating successful and prosperous business relationships.



As such, the Participants desire to harness and enhance collaborative and cooperative business initiatives emanating from Atlanta and the Kingdom of Bahrain.

## **2. Objective**

The objective of this MOU is to provide a framework within which the Participants can develop and undertake collaborative activities and projects; share knowledge and have integrated technical exchange and assistance in the areas of mutual interests. For this purpose, the Participants have resolved to commit to develop stronger and more formal ties with each other which shall be referred to starting from the effective date of this MOU as “The City of Atlanta and the Kingdom of Bahrain Bilateral Partners for Business Agreement”.

Both Participants shall work diligently towards the objectives of this MOU and within the spirit of the FTA.

## **3. Scope**

The Participants agree to be mutually supportive of each other and cooperative with each other in specific areas of mutual interest which will include the following:

(i) Sectors of Interest:

- Healthcare and Education.
- Energy, Life Sciences, Research and Development.
- Small and Medium Enterprise encouragement, development and stimulation via innovation, technology and industry cooperation.
- Financial Services.
- Information and Computer Technology Industrial and Commercial Services
- Telecommunications, traditional, new and emerging media including print, digital, interactive, broadcast and Entertainment.

(ii) Enhancing Cooperation Initiatives

- Both Participants may consider placing suitably qualified and young graduates within their respective entities to foster better understanding, provide unique career opportunities and invaluable overseas work experience.
- Both Participants may work towards encouraging the City of Atlanta State of Georgia to consider establishing a Middle East Office in Bahrain to represent the interests of the business communities of both Participants.
- Both Participants may work actively with and through the various business associations, (such as the appropriate branches of the American Chambers of Commerce in the USA and Bahrain and the national/state and city Chambers of Commerce) associated with both Participants.



- Both Participants may promote and promulgate exchanges of ideas on how to integrate the best practices of Atlanta and the ADA into the EDB and vice versa
- (iii) Promoting Trade and Business Development
- Facilitating annual/bi-annual business meetings and or delegations from the Participants to visit each other.
  - Promote and promulgate exchanges of ideas on how to integrate the best practices of Atlanta and the ADA into the EDB and vice versa.
  - Both Participants may support any relevant trade fairs, conferences, exhibitions and forums which either Participant may be conducting and which may have relevance for both Participants.

The cooperation encompasses any issues emanating from the above areas.

#### **4. Exchange of Information**

Subject to each Participants respective applicable laws, each Participant will provide to the other for its own perusal and use, as appropriate, publically available data, statistics, experiences, studies, researches and any other information as related to the areas of mutual interest.

#### **5. No Confidential Information**

The Participants agree that no privileged or confidential information shall be provided under this MOU.

#### **6. Participation in Relevant Events**

Each Participant will endeavor to invite the other to participate in its activities as related to this MOU, whether conferences, symposiums, roadshows, workshops, discussion courses, forums, exhibitions, business delegations or any other kind of activity.

#### **7. Points of Contact**

The primary points of contact for carrying out the provisions of this MOU are as follows:

A. City of Atlanta:

*City of Atlanta*

*Attn: Luz Borrero, Deputy COO*

*55 Trinity Street*

*Atlanta, GA 30303*

*Atlanta Development Authority*

*Attn: Charles Whatley*

*86 Pryor Street*



Atlanta, GA 30303

- B. Economic Development Board of the Kingdom of Bahrain:** Vivian Jamal, Director-Business Development (*PLEASE INSERTinsert email*).

Each Participant may from time to time change its respective point of contact and inform the other Participant accordingly in writing.

#### **8. Arrangements for implementation**

The Participants may make appropriate working arrangements for the implementation of the provisions of this MOU. It is envisioned that the Participants may set out and agree on an Annual Plan for business collaboration within three months of this MOU being signed.

#### **9. Effect**

The Participants acknowledge that this MOU is only intended to promote cooperation between them and does not create any legally binding rights or obligation. Moreover, this MOU is not an attempt to regulate trade and development between both Participants and or entities operating within the national, state or city jurisdictions of either Atlanta or the Kingdom of Bahrain. Both Participants agree that nothing herein shall abridge , violate or conflict with any federal law, regulation or treaties for the United States of America. To the extent that any other provision of this MOU is inconsistent with this paragraph, this paragraph shall prevail.

#### **10. Duration**

This MOU shall remain in effect for Five (5) years as of June , 2010. This term may be renewed upon the mutual consent of both Participants. Either Participant may seek to end this MOU by serving three (3) months written notice to the other Participant by way of the Points of Contact mentioned herein or their respective designees.

#### **11. Amendment**

This MOU may be amended at any time upon the mutual consent of both Participants by a similar written instrument.

#### **12. Entire Understanding**

The foregoing represents the entire understanding reached between the Participants on the matters referred to in this Memorandum.



Signed by the Participants in the City of Atlanta, Georgia, United States of America in two equally authentic original copies on the day and year first above written.

Economic Development Board

City of Atlanta

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Mohammed Bin Essa Al- Khalifa  
Chief Executive Officer

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Kasim Reed  
Mayor, City of Atlanta





**BE IT FURTHER RESOLVED**, that the Agreement will not become binding on the City, and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney, and delivered to the Kingdom of Bahrain.

**BE IT FINALLY RESOLVED**, that all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of any such conflict.