

**JOINT USE AGREEMENT  
BETWEEN  
THE OHIO STATE UNIVERSITY AND  
THE CHRIST HOSPITAL**

This Joint Use Agreement (the "Agreement") is effective this \_\_\_\_th day of \_\_\_\_\_, 2011 (the "Effective Date"), by and between The Ohio State University, Columbus, Ohio ("University") and The Christ Hospital, Cincinnati, Ohio ("Organization").

**BACKGROUND**

A. Pursuant to the Ohio Third Frontier Advanced Energy Medical Imaging Program, the Ohio Department of Development (ODOD) issued a grant in the amount of \$999,694 in operating funds to EXCMR, Ltd., an Ohio company, in support of the project entitled, *An in-state multi-center evaluation of treadmill exercise stress cardiac magnetic resonance* (the "Project"). University is eligible to receive Wright Capital funds in the amount of \$425,000 (the "Award") for the purchase of equipment for use in the Project. University and Organization collaborate and will continue to collaborate in research and development relating to the Project. University desires to use a portion of the capital award in the amount of \$75,000 for joint use on the Project. The equipment is identified in Attachment A to this Joint Use Agreement (the "Equipment").

B. University is entitled to receive an amount equal to one and one-half percent of the Award, but agrees the funds will be used for purchase of the Equipment.

C. University and Organization desire to enter into this Joint Use Agreement relating to the purchase by Organization, joint use, and maintenance of the Equipment.

Now, therefore, in consideration of the mutual promises and premises set forth below, University and Organization agree as follows:

**I. Purchase and Ownership of Equipment**

University and Organization will enter into a Subaward Agreement ("Subaward") which will allocate the Equipment funds to the Organization and provide for cost reimbursable payment to the Organization related to the Equipment purchase. The terms of this Joint Use Agreement will be incorporated into the Subaward. Organization will purchase the Equipment in accordance with the terms of the Subaward, the Ohio Board of Regents Allowable Capital Expenditure Guidelines, and any other applicable state laws and rules, including ORC Chapter 153. The Equipment shall be and remain the property of Organization for the term of the Agreement.

The Equipment will be located on Organization property at 2139 Auburn Ave., Cincinnati, Ohio 45219 (the "Location").

## **II. Reservation of Usage Rights**

University retains the right to use the Equipment for education, research, and development related to the Project at the Location for a period of twenty (20) years commencing on the date the grant funds are released. Organization and University shall cooperate to schedule their respective usages of the Equipment toward maximum benefit relating to the Project.

The Ohio State University, a state assisted institution of higher learning selected by The Ohio Department of Development, will be granted the right to use of and reasonable access to the equipment purchased from the grant funds set forth in Attachment A. The University has concluded that the value of use of this equipment as provided in this agreement is reasonably related to the amount of the grant funds. Transfer of ownership of equipment to the Organization shall not affect the Organization's obligations under this agreement and shall not result in termination of University's right to use of and reasonable access to the equipment. Should the Organization for any reason terminate the University's right to use the equipment, prior to the end of the term specified, the Organization will reimburse the State of Ohio an amount calculated by dividing the grant funds contributed by the state by twenty and multiplying that sum by 20 minus the number of full years the equipment is utilized by the University.

The placement of an MRI-compatible treadmill at Organization will facilitate execution of numerous collaborative efforts over the ensuing decades. Specific projects that have already been identified for collaboration but that are presently not being pursued due to lack of equipment are investigation of cardiac reserve in patients with neuromuscular disorders, pulmonary hypertension, diabetes, and microvascular disease. These research efforts will use the advanced imaging techniques developed at OSU coupled with the unique patient populations as well as basic science and translational research at both medical centers. Of particular interest will be the exploration of mechanisms of heart failure and restoration of functional capacity in response to therapeutic interventions. Availability of this equipment is necessary given the rapid imaging demands unique to patients with these various conditions for whom existing techniques are inadequate to assess mechanistic, diagnostic and therapeutic hypotheses. The value of the use of this equipment to University will exceed \$115,320 over the twenty year period.

During each year of the term, the University shall be entitled to the following from the Organization:

- a) Qualified and experienced cardiology staff at the Organization would provide one or more graduate level students per academic year with the opportunity to participate in research activities.
- b) The Organization will make available qualified and experienced staff members for the purpose of providing one or more students per academic year from state-supported or state-assisted institutions in Ohio with the opportunity to participate in on-going clinical research utilizing the EXCMR MRI-compatible treadmill system.

### **III. Installation and Maintenance**

Organization shall install and operate the Equipment at the Location. Organization, at its own expense, shall maintain the Equipment in good working order (subject to ordinary wear and tear), repair the Equipment, and pay all operating expenses.

### **IV. Taxes and Insurance**

Organization will pay all taxes, if any, related to its use of the Equipment, including any personal property taxes or assessments. Organization will insure the Equipment against loss under Organization's general property and casualty insurance policy.

### **V. Term and Termination of Joint Usage Agreement**

The term of this agreement shall begin upon the Effective Date and end twenty (20) years from the Effective Date. Either party may terminate this Agreement prior to the Expiration Date above. Such termination shall be effected by either party giving written notice to the other not less than ninety (90) days in advance of the date of termination. If this Agreement is terminated prior to the Expiration Date, then Organization shall reimburse the State of Ohio an amount calculated by dividing the grant funds contributed by the state by twenty and multiplying that sum by 20 minus the number of full years the equipment is utilized by University.

### **VI. Amendments**

Any amendment to this agreement shall be in writing, signed by University and Organization, and shall require approval by the Chancellor of the Board of Regents.

### **VII. Compliance with Laws**

University and Organization shall comply in all material respects with all pertinent federal, state and local laws and rules.

### **VIII. Hold Harmless**

Organization will hold University harmless from, and at University's request, will defend University against any and all claims and liabilities whatsoever for the planning, design, engineering, installation, construction, operation, maintenance, and repair costs of the Equipment occurring during the performance of this Agreement to the extent caused by Organization's negligence, gross negligence, recklessness or willful misconduct.

IN WITNESS WHEREOF, University and Organization have executed this Joint Use Agreement as of the Date stated below.

THE OHIO STATE UNIVERSITY

By: Kim C Carter  
Title: Assoc. Director  
Date: 3/25/11

THE CHRIST HOSPITAL

By: Ann Laska  
Title: President + CEO  
Date: 3/14/11

**ATTACHMENT A  
EQUIPMENT**

- 1) EXCMR treadmill system (\$75,000)