

**JOINT USE AGREEMENT  
BETWEEN  
HELPING AFRICANS IN NEW DIRECTIONS (HAND)  
AND  
Columbus State Community College**

THIS JOINT USE AGREEMENT ("Agreement") is between HELPING AFRICANS IN NEW DIRECTIONS, an Ohio non-profit corporation (HAND) and COLUMBUS STATE COMMUNITY COLLEGE, an instrumentality of the State of Ohio created and existing under Chapter 3358 of the Ohio Revised Code ("COLLEGE").

**RECITALS**

WHEREAS, the COLLEGE'S mission is to provide quality educational programs that meet the life-long learning needs of its community. Through its dynamic curriculum and commitment to diverse learners, the COLLEGE will serve as a catalyst for creating and fostering linkages among the community, business and educational institutions. The COLLEGE will proactively respond to the changing needs of our community and its role in the global economy through the use of instructional and emerging technologies; and further, whereas HAND'S mission is to provide acculturation skills and literacy to the immigrant, refugee, African and Somali community. It assists the community by promoting awareness, supplying internal and external information that affects people's daily lives. It also enhances the Somali community's understanding of American culture and opens channels within the community itself. It is the intention of this Agreement to develop an educational relationship that will be mutually beneficial to both parties; and

WHEREAS, the Ohio General Assembly passed House Bill Number 562, which appropriated a total sum of One Hundred Thousand Dollars (\$100,000.00) to COLLEGE to be used by HAND for capital construction; and

WHEREAS, the State of Ohio capital appropriations released through the Chancellor of the Ohio Board of Regents requires compliance with Ohio Administrative Code section 3333-1-03(E), which specifically calls for the execution of a joint use agreement; and

WHEREAS, the COLLEGE has concluded that the value of the use of HAND'S facilities and resources by the COLLEGE as provided in this Agreement is reasonably related to the amount of the appropriation, and that the terms of this Agreement are more favorable to the COLLEGE than to others;

NOW, THEREFORE, in consideration of the mutual benefits hereunder, it is hereby agreed between the parties as follows:

1. Use of HAND'S Facilities and Resources by COLLEGE.

HAND agrees to provide use of a 20 foot by 18 foot classroom in its planned facility, so that the COLLEGE may offer noncredit courses to African / Somali individuals. This will facilitate an opportunity for African/Somali individuals to have easily available access to these classes. These classes will include Basic English, GED preparation, and work readiness training classes. The COLLEGE will have use of this classroom two quarters per year. Should the COLLEGE, in its sole discretion, determine enrollment of any proposed course is not adequate to support the delivery of the program, it may cancel the course and will work with HAND to identify other appropriate programs to offer to the target population in place of the scheduled course. In the event

an agreement cannot be reached or the COLLEGE determines there is inadequate support for any program, the COLLEGE may use the space for any educational purpose, including programs not exclusive to the target population.

2. Promotion and advertising of COLLEGE programs available at HAND's building. HAND agrees to promote the programming of the COLLEGE taking place at the building by including promotion of the COLLEGE's programming in printed materials and by providing advertising in the Somali Link newspaper.
3. Joint Committee. A Joint Committee comprised of HAND'S representatives and representatives of COLLEGE will develop the details and guidelines for implementation of programs referenced in item (1) above. The Joint Committee shall meet at least semi-annually to review and monitor implementation of the parties' commitments under this Agreement. A written report shall be prepared following each meeting and submitted to each party's board of trustees and the Chancellor upon the Chancellor's request.
4. Annual Reports. Each annual report issued by HAND during the term of this Agreement shall (1) include a description of the COLLEGE-HAND relationship created by this Agreement, and (2) mention that the funds were provided via a state appropriation made to the COLLEGE.
5. Term: Termination Prior to Expiration of Term. The term of this Agreement shall commence as of the date of execution set forth below and shall end

twenty (20) years thereafter. If any of the material terms or conditions contained in this Agreement are breached by HAND then COLLEGE shall have the right to terminate this Agreement upon forty-five (45) days' written notice to HAND provided that HAND does not cure the breach within such 45-day period.

6. Reimbursement of State upon Termination. In the event that this Agreement is terminated for any reason prior to twenty (20) years from the commencement date, HAND shall remit to the State of Ohio a prorated portion of the Funds which shall be calculated by dividing the funds contributed by the State of Ohio by twenty (20) and multiplying that sum by twenty (20) less the number of full years that HAND's obligations under this Agreement were fulfilled.
7. Compliance with Laws. HAND shall comply in all material respects with all pertinent federal, state and local laws as well as state administrative regulations, applicable to the use of funds hereunder and to the operation of the Capital Improvement.
8. Funds Used Only for Capital Improvements. The Funds provided under this Agreement shall be used by HAND only for capital improvements, including but not limited to construction of a new or purchase of a 15,150 square-foot community center which is located at 2873 Suwanee Road, Columbus, Ohio 43224.
9. Ownership of HAND Insurance. The Project will be owned by HAND and will be fully insured in accordance with current minimum guidelines by the Chancellor and/or COLLEGE.

10. Competitive Bidding. HAND, in connection with the expenditure of Funds for the Project shall to the extent required by Ohio law follow the competitive bidding procedures for educational facilities construction including but not limited to publishing advertisements to seek bids and awarding contracts to the lowest responsive and responsible bidder.
11. Hold Harmless. HAND shall hold the State of Ohio and COLLEGE, its officers, trustees and employees harmless from any and all obligations, expenses, liabilities or claims of any kind and/or the COLLEGE, its officers, trustees or employees being named as a defendant or party to any lawsuit or adjudicatory proceedings, if such lawsuit or adjudicatory proceeding arising out of (1) the construction, renovation, operation, or maintenance of the Project, (2) an alleged action or omission of HAND, its officers, trustees or employees including but not limited to HAND's failure or alleged failure to comply with applicable public bidding requirements or any other federal, state or local law, ordinance, rule, order, directive or regulation.
12. Amendments. Any amendments to this Agreement shall be in writing, signed by HAND and COLLEGE and shall require approval by the Chancellor.
13. Records of College Use. Upon request by the Chancellor and/or the COLLEGE, HAND shall supply the Chancellor and/or the COLLEGE with all pertinent records including financial records which measure the nature and extent of use of HAND'S facilities by the COLLEGE, the terms and conditions governing such use and the specific benefits derived by the COLLEGE under this Agreement.

14. Distribution of Funds; Administrative Costs. Upon execution of this Agreement COLLEGE shall submit to the Chancellor a formal request for the release of the Funds. After the release of the Funds HAND shall submit to COLLEGE requests for payment of amounts along with documentation of contractor invoices or purchase orders related to obligations incurred by HAND for permitted uses of the Funds. A tentative disbursement schedule is attached hereto as **Exhibit A**. From the Funds, COLLEGE shall receive administrative costs in the amount of One Thousand Five Hundred Dollars (\$1,500.00) which is equal to one and one-half percent (1½ %) of the total amount of the Funds.
15. Notices. All notices to the parties shall be sent by registered or certified mail, postage prepaid and addressed to the parties at the addresses set forth below or to such other address as either party shall have designated by prior notice.

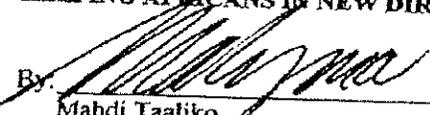
Helping Africans in New Directions  
4889 Sinclair Rd, Suite 207  
Columbus, Ohio 43229  
Attn: Mahdi Taakilo  
President

Columbus State Community College  
550 East Spring Street  
Columbus, Ohio 43215  
Attn: Tom V. Erney,  
Dean of Instructional Services

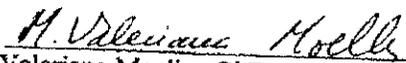
16. Binding Nature. This Agreement shall be binding upon and inure to the benefit of HAND and the COLLEGE and their respective successors and assigns.
17. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto relating to the subject matter of this Agreement.
18. Heading. The headings used in this Agreement are inserted only as a matter of convenience and for reference and should not be given effect in the interpretation of this Agreement.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the month, day and year signed.

HELPING AFRICANS IN NEW DIRECTIONS COLUMBUS STATE COMMUNITY COLLEGE

By:   
Mahdi Taaliko  
Executive Director

Date: Nov 17, 09.

By:   
Valeriana Moeller, PhD.  
President

Date: 11/24/09

**EXHIBIT "A"**

**PROPOSED DISBURSEMENT SCHEDULE**

**HELPING AFRICANS IN NEW DIRECTIONS – CAPITAL IMPROVEMENT  
FUNDS**

PROPOSED DISBURSEMENT SCHEDULE

HAND requests an immediate disbursement of the entire \$100,000 appropriation, less \$1,500 in administrative costs to which the COLLEGE is entitled.