

JOINT USE AGREEMENT

This JOINT USE AGREEMENT (the "Agreement") is made and entered into as of this 22 day of December, 2009, by and between Cuyahoga Community College District (hereinafter referred to as the "College"), an institution of higher education and political subdivision of Ohio, and The Ohio College of Podiatric Medicine (hereinafter referred to as the "Podiatric College"), an Ohio non-profit corporation.

WHEREAS, the 127th General Assembly enacted House Bill 562 which includes a specific appropriation of capital improvement resources in the total amount of Two Hundred Fifty Thousand Dollars (\$250,000), directed to the College for the improvements and modifications to facilities of the Podiatric College;

WHEREAS, capital appropriations released by the Chancellor of the Ohio Board of Regents (hereinafter referred to as the "Chancellor") require compliance with Ohio Administrative Code 3333-1-03(E), which specifically calls for the execution of a Joint Use Agreement;

WHEREAS, the College wishes to utilize the expanded, reconstructed and renovated facilities of the Podiatric College;

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is hereby agreed between the parties hereto as follows:

1. The College shall submit, to the Chancellor, a request for the release of the Two Hundred Fifty Thousand Dollar (\$250,000) appropriation, of which Two Hundred Forty Six Thousand Two Hundred Fifty Dollars (\$246,250) will be for the Podiatric College and Three Thousand Seven Hundred Fifty Dollars (\$3,750) (1.5% of the appropriation) will be for administrative costs to the College. The parties anticipate that the appropriated funds will be released by the Chancellor directly to the College. The Podiatric College shall then submit invoices and related documentation to the reasonable satisfaction of the College, after which the College shall transfer appropriate amounts to the Podiatric College.

2. The Podiatric College covenants that it shall use the funds to expand, reconstruct and renovate the building and facilities commonly known as the Ohio College of Podiatric Medicine and located at 6000 Rockside Woods Boulevard, Independence Ohio, and specifically known as the Project (as hereinafter defined). The Podiatric College represents and warrants that it owns the existing facilities and the property where the project will be completed, and that the Podiatric College has sufficiently insured its facilities and the Project.

3. The Podiatric College has adopted a capital improvements budget to be implemented in part with the funds contemplated by this Agreement. The planned project (the "Project") and the costs associated with it are set forth in Exhibit A which is attached hereto and hereby incorporated into this Agreement.

4. The term of this Agreement will commence when the Chancellor approves the Agreement, and will extend through its anniversary in 2029. During each year of the term, the Podiatric College shall:

- a. On a monthly basis, provide two Podiatric College students, for four hours for each student, to perform foot screenings under the supervision of residents from the Podiatric College;

- b. Provide College students with eight (8) credit hours of medical assisting experiences at the Podiatric College. The eight (8) credit hours are equivalent to one hundred twenty (120) patient contact hours. The distribution of students and hours will be assigned to students as deemed appropriate by College program management and as agreed upon by the Podiatric College; and
- c. Provide College students with two (2) credit hours for observations of anatomy dissections at the Podiatric College. The two (2) credit hours are equivalent to twenty eight (28) lab hours. The distribution of students and hours will be assigned to students as deemed appropriate by College program management and as agreed upon by the Podiatric College.

5. Either party may terminate this Agreement prior to the expiration of its term by providing notice of the party's intent to terminate this Agreement at least six (6) months prior to the effective date of that termination. In the event of termination, the Podiatric College shall immediately return to the State of Ohio a pro rata portion of the state appropriation to be calculated by dividing the amount of the appropriation by twenty (20), and multiplying the result by twenty (20) minus the number of years the Museum provided the benefits during the timeframe established in Section 4 of this Agreement.

6. The Podiatric College shall indemnify and hold harmless the College for all costs (including without limitation attorney fees and other costs of defense), losses, liabilities, and claims that arise from or are attendant to the construction, operation and maintenance costs of the Podiatric College and the Project.

7. The Podiatric College, in connection with the Project, shall use competitive bidding procedures equivalent to those enumerated in relevant provisions of Chapter 153 Ohio Revised Code involving publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidders.

8. The funds appropriated for the Project by the State of Ohio shall be used only for capital improvements as defined in House Bill 562.

9. The Podiatric College shall comply with all pertinent federal, state, and local laws, including without limitation state administrative provisions.

10. All mailings and notices relating to legal matters involving this Agreement in any way shall be in writing and addressed to the parties at the addresses set forth below or to such other address as either party shall have designated by notice given in accordance with the provisions of this paragraph. All mailings and notices shall be addressed as follows:

The Ohio College of Podiatric Medicine
Office of the President
6000 Rockside Woods Boulevard
Independence, Ohio 44131

Cuyahoga Community College District
Office of the President
700 Carnegie Avenue

Cleveland, Ohio 44115
with a copy sent separately to the same address, to the attention of "General Counsel"

11. Any amendments to this Agreement would require the prior written approval of the College, the Podiatric College and the Chancellor.

12. This Agreement may not be assigned. Any attempted assignment would be null and void.

13. This Agreement sets forth the entire agreement of the parties concerning its subject matter and any and all other oral or written agreements, discussions, representations, promises and understandings made or arrived at prior to or contemporaneously with this Agreement are hereby mutually revoked, withdrawn, rescinded and rendered null and void by the parties.

14. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

15. This Agreement shall be construed under and governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

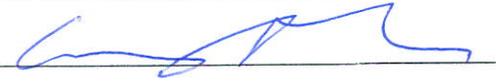
THE OHIO COLLEGE OF PODIATRIC MEDICINE

By: 

Title: Exec VP

Date: 12/22/09

CUYAHOGA COMMUNITY COLLEGE DISTRICT

By: 

Title: VICE PRESIDENT, ADMINISTRATION & FINANCE

Date: 12-22-09

Approved by the Chancellor of the Ohio Board of Regents:

By: _____

Date: _____

EXHIBIT A

Project Description

Estimated Cost

The Podiatric College constructed a new lecture hall that was completed in July 2009. The lecture hall is a 3100 square foot, 150 seat addition to our campus. The lecture hall includes lecture capturing with the use of an integrated Smart Podium, camera, and microphone. A rear entrance to the classroom has been provided to insure minimal interruption to the class. Both wireless access (to networks and the internet) and powered lecture hall tops are provided for use of laptop computers. The total cost of the classroom addition was approximately \$1,369,000.