JOINT USE AGREEMENT

Between

HEBREW UNION COLLEGE-JEWISH INSTITUTE OF RELIGION

and

UNIVERSITY OF CINCINNATI

THIS JOINT USE AGREEMENT (this "Agreement") is by and between HEBREW UNION COLLEGE - JEWISH INSTITUTE OF RELIGION ("HUC"), an Ohio not for profit corporation, and the UNIVERSITY OF CINCINNATI, an instrumentality of the State of Ohio created and existing under Chapter 3544 of the Ohio Revised Code (the "University").

RECITALS

WHEREAS, the University desires to participate in the design and construction of the gallery/exhibition at The Jacob Rader Marcus Center of the American Jewish Archives (the "AJA"), a facility wholly-owned by HUC and located at 3101 Clifton Avenue, Cincinnati, Ohio 45220, which will consist of an exhibition that will provide educational resources for students of all ages and educational needs (more fully described in attached Exhibit A attached hereto), which is referred to herein as the "Project";

WHEREAS, the Ohio General Assembly has passed House Bill Number 699, which provides for capital appropriations in the amount of $350,000 for the Project (the "Funds");

WHEREAS, the State of Ohio has appropriated the Funds through the Ohio Board of Regents (the "Board of Regents"), which has specifically called for the execution of a joint use agreement between HUC and the University as a condition to the release of the Funds to the University; and

WHEREAS, the University has concluded that the value of the use of the AJA's facilities and resources by the University as provided in this Agreement is reasonably related to the amount of the appropriation, and that the terms of this Agreement sufficiently favor the University over the general public;

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

1. **Use of HUC and the AJA's Facilities and Resources by the University.** HUC agrees to provide access to the completed Project and the AJA Professionals, as defined in Exhibit A, to the students, faculty, and staff of the University for all educational opportunities reasonably related to the Project, such opportunities to include any related learning activities such as seminars and presentations, for a term of twenty (20) years commencing upon the execution of this Agreement. The extent of such access to the Project by the students, faculty, and staff of the University shall not exceed the extent of access to the Project available to the students, faculty and staff of HUC. HUC agrees to reimburse the Funds to State of Ohio on a pro rata basis should the University's right of access provided herein be terminated prematurely, such reimbursement to 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 the facility has been utilized by the University.

2. **Notation of University Funding.** HUC agrees to provide a conspicuous notation upon or in the presence of the Project and in all publicity relating to the project that funding is being provided through a joint use agreement with the University.

3. **Records of Usage.** Upon request by the University, HUC will supply pertinent records which measure, within reason, the nature and extent of use of the completed Project facilities by both the University and the general public. HUC shall use the Funds only for capital improvements as defined in the bill appropriating the Funds.

4. **Distribution of Funds: Administrative Costs.** Upon execution of this Agreement and approval thereof by the Board of Regents, the University will submit to the Controlling Board a request for release of the appropriation to the University for the purpose of design and construction of the Project. After release and encumbrance of the funds, HUC will submit to the University requests for reimbursement of amounts paid to Project contractors/vendors accompanied by documentation of the payments. The University shall then voucher the payment requests through the State accounting system and upon receipt of funds from the State make disbursements to HUC for the amounts requested from the Funds. From the Funds, the University shall be entitled to administrative costs in the amount of one and one-half percent (1 ½ %) of the total amount of the Funds, which is $5,172.00.

5. **HUCs Compliance With Laws and Regulations.** HUC shall comply with all pertinent federal, state and local laws as well as state administrative regulations including but not limited to the requirement that it follow competitive bidding procedures, which include, as a minimum, publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidders, pursuant to Ohio Administrative Code, Section 3333-1-03 (E)(9).

6. **Hold Harmless.** HUC shall hold the State of Ohio and the University, its officers, trustees and employees harmless from any obligations, expenses, liabilities or claims in

connection with a lawsuit or adjudicatory proceeding in which the University, its officers, trustees and/or employees are named as a defendant or party, if and only if such lawsuit or adjudicatory proceeding arises out of both (1) the construction, renovation, operation, or maintenance of the Project, and (2) an alleged action or omission of HUC, its officers, trustees or employees, including, but not limited to HUC's failure or alleged failure to comply with any applicable federal, state or local law, ordinance, rule, order, directive or regulation.

7. **Liability Insurance.** HUC has a program of liability insurance under which it is responsible for addressing all claims and any loss or damage which may arise at the Project.

8. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of HUC and the University and their respective successors and assigns.

9. **Amendments.** Any amendments to this Agreement shall be in writing, signed by HUC and the University, and shall require approval by the Board of Regents.

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

UNIVERSITY OF CINCINNATI

By: Carla A. Crabtree

Title: _____

Date: 2/18/08

JACOB RADER MARCUS CENTER OF THE AMERICAN JEWISH ARCHIVES AT HEBREW UNION COLLEGE-JEWISH INSTITUTE OF RELIGION

By: _____

Title: _____

Date: _____