

**JOINT USE AGREEMENT**  
Between  
**MERCY COLLEGE OF NORTHWEST OHIO**  
AND  
**THE UNIVERSITY OF TOLEDO**

This **JOINT USE AGREEMENT** (herein the "Agreement") is entered into between **MERCY COLLEGE OF NORTHWEST OHIO**, a private, not-for profit institution of higher education in Ohio (herein "Mercy") and **THE UNIVERSITY OF TOLEDO**, an institution of higher education, an instrumentality of the State of Ohio created and existing under Chapter 3364 of the Ohio Revised Code (herein "Toledo").

**RECITALS**

**WHEREAS**, pursuant to Section 233.33.20 of HB 562 of the 127th General Assembly has appropriated funds in appropriation item C34048 in the amount of Two Hundred Twenty Five Thousand Dollars (\$225,000) (herein the "Funds") for the use by Toledo towards the construction and development of a Technology and Informatics Center at Mercy (herein the "Project"); and

**WHEREAS**, Toledo, through this Agreement, agrees to commit the Funds towards the PROJECT, an initiative of MERCY, to be located at 2221 Madison Avenue, Toledo, Ohio 43604 (herein the "Facility"); and

**WHEREAS**, the State of Ohio capital appropriation provides for the release of FUNDS through the Chancellor of the Ohio Board of Regents (herein the "Chancellor") for this PROJECT, and specifically calls for the execution of a Joint Use Agreement; and

**WHEREAS**, TOLEDO has concluded that the value of the use of MERCY'S facilities and resources by TOLEDO 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 TOLEDO than to others;

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

1. **Renovation.** The funds will be used by MERCY to renovate space into the PROJECT at MERCY. A forty-user student computer lab will be developed next to a twenty-user student instructional computer lab. The Health Information Technology (HIT) clinical lab will be expanded and relocated as well as the offices of MERCY's Informational Technology (IT) support personnel will be relocated to the PROJECT area. The PROJECT is located in space allocated to MERCY by St. Vincent Mercy Medical Center, the owner of the building, of which MERCY is a subsidiary corporation.
2. **Budget.** The capital budget for the renovation PROJECT is attached as Exhibit "A".

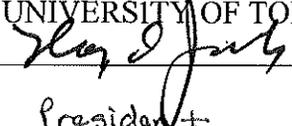
3. **Use of Mercy's Facilities and Resources by Toledo.** MERCY agrees to provide reasonable access of up to 40 hours per week, limited by MERCY'S academic schedule, to the completed PROJECT for students, faculty, and staff of TOLEDO for a period of 15 years from the date of execution of this Agreement. MERCY agrees to reimburse the FUNDS to the state should TOLEDO'S right of access provided for herein be terminated prematurely, which reimbursement shall be calculated by dividing the FUNDS contributed by the state by fifteen (15) less the number of full years the Facility has been used by TOLEDO.
4. **Funds Used for Capital Improvements.** Funds provided by this Agreement shall be used by MERCY only for capital improvements as defined in HB 562.
5. **Notation of University Funding.** MERCY agrees to provide a notation on a section of the PROJECT and all publicity relating to the PROJECT that funding is being provided through a Joint Use Agreement with TOLEDO.
6. **Records of Usage.** MERCY will provide pertinent records, which measure the nature and extent of use of the completed PROJECT by Toledo.
7. **Distribution of FUNDS: Administrative Costs.** Upon execution of this Agreement and approval thereof by the **Chancellor, TOLEDO will submit to the** Chancellor a request for the release of the appropriation to TOLEDO for the purpose of completing the PROJECT. After release and encumbrance of the FUNDS, TOLEDO will seek disbursement of the FUNDS. MERCY will submit to TOLEDO requests for payment of amounts due accompanied by documentation for contracted work or purchase orders related to obligations incurred by MERCY for permitted uses of the FUNDS. From the FUNDS, TOLEDO shall receive administrative costs in an amount up to \$3,375 which is equal to one and one-half percent (1 ½ %) of the total amount of FUNDS.
6. **MERCY'S Compliance With Laws and Regulations.** MERCY shall comply with all pertinent federal, state, and local laws, rules, and state administrative regulations. MERCY will follow competitive bidding procedures which include, as a minimum, publishing advertisements to seek bids, receive sealed bids, and awarding contracts to the lowest responsive and responsible bidders. This project is subject to O. R. C. Chapter 4115, as well as Chapter 4101:9-4 of the Ohio Administrative Code, relating but not limited to the payment of prevailing wage.
7. **Hold Harmless:** MERCY shall hold the State of Ohio and Toledo, its officers, trustees, and employees harmless from any and all obligations, expenses, liabilities or claims of any kind and/or TOLEDO, 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 costs of the PROJECT, (2) and alleged action or omission of MERCY, its officers, trustees or employees, including, but not limited to MERCY'S

failure or alleged failure to comply with any applicable federal, state or local law, ordinance, rule, order, directive or regulation.

8. **Liability Insurance.** MERCY has a program of liability insurance under which it is responsible for addressing all claims and loss or damage which may arise at the PROJECT.
9. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of MERCY and TOLEDO, and their respective successors and assigns.
10. **Amendments.** Any amendments to this Agreement shall be in writing, signed by MERCY and TOLEDO, and shall require approval by the Chancellor.

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

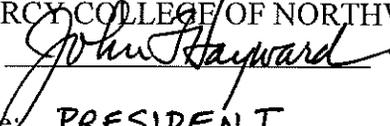
THE UNIVERSITY OF TOLEDO

By: 

Title: President

Date: 6/2/09

MERCY COLLEGE OF NORTHWEST OHIO

By: 

Title: PRESIDENT

Date: 5/27/09

**Exhibit A**

**Income**

State of Ohio appropriation:	\$250,000.00
Mercy College capital allocation	575,000.00
Total income	\$800,000.00

**Expenses**

Renovation	\$700,000.00
Equipment	100,000.00
Total expenses:	\$800,000.00