JOINT USE AGREEMENT
(For capital funds released to institutions for facilities not owned by the institution)

This Joint Use Agreement (“Agreement”) is entered into by and between [PUBLIC INSTITUTION], an instrumentality of the State of Ohio, created under Chapter [NUMBER] of the Ohio Revised Code, whose address is [ADDRESS], and [NONPROFIT ORGANIZATION OR PUBLIC BODY], [BRIEF LEGAL DESCRIPTION], whose address is [ADDRESS].

WHEREAS, [Provide the source of funding including the General Assembly Bill, what institution received the appropriation and the amount of the funds].

WHEREAS, [Provide brief description of what the funds will be used for including the nonprofit organization or public body’s facility or equipment]

WHEREAS, [Add other whereas clauses as needed to briefly describe the responsibilities of the parties and objective of the JUA]

WHEREAS, Ohio Administrative Code §3333-1-03(E) requires a public institution to submit to the Chancellor of the Ohio Department of Higher Education a joint use agreement that contains the requirements in (E)(1)-(11) for review and approval.

WHEREAS, [PUBLIC INSTITUTION] has demonstrated that the value of the use of the facility or equipment is reasonably related to the amount of appropriation through the worksheet included in this Agreement as Attachment A.

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

1. **Facility or equipment owned, to be built or purchased by nonprofit or public body.** [Add the name of the facility to be renovated or built or the equipment to be purchased, physical address or location of facility or where equipment will be used, if a facility, whether the organization owns the property or has a long-term lease.]

2. **Use of the facility or equipment by public institution.** [Describe how the facility or equipment will be used for educational programs, describe the extent and nature of the use of space or equipment, provide that the term of the agreement is for at least 20 years from the time that the facility is ready for occupancy or equipment is ready to be used.]
3. **Reimbursement of funds.** [Provide that the state shall be reimbursed should the institution’s right to use the facility or equipment be terminated by the nonprofit organization or public body prior to the expiration of the 20-year term, calculated by dividing the funds by 20 and multiplying that sum by 20 less the number of full years the facility or equipment is used by the institution.]

4. **Use of funds.** [Provide that funds shall be used only for capital improvements and not operating costs, and that funds shall be used as defined in the bill appropriating funds.]

5. **Insurance for facility and hold harmless.** [Provide that the owner of the facility has insurance for the facility and that the nonprofit or public body shall hold the public institution harmless from all liability for construction, operation, and maintenance costs of the facility.]

6. **Compliance with federal, state and local law.** [Provide that the nonprofit organization or public body comply with all pertinent federal, state and local laws as well as state administrative regulations.]

7. **Competitive bidding.** [Provide that the nonprofit organization or public body follows competitive bidding procedures which include, at a minimum, publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidder, as described generally in Ohio Revised Code Chapter 153.]

8. **Appropriation administrative fee.** [Public institution can be reimbursed for administrative costs incurred as a result of the project equal to 1.5% of the appropriated amount IF the funds are appropriated directly to the public institution. NOTE: Public institution can refuse the fee, but must state it is doing so in the JUA.]

9. **Amendments.** [Provide that any amendments to the JUA require the approval by the Ohio Department of Higher Education and will be submitted to the Chancellor before any amendment takes effect.]

10. **Payment.** [Provide a drawdown schedule or payment procedure for payment of funds.]

11. **Terms and conditions of use.** [Provide information about when and how the public institution can use the nonprofit organization or public body’s facility or equipment.]
Joint Use Agreement Worksheet
The Ohio Department of Higher Education

**Project:**

**Date:**

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**Section I: State appropriation information.**

1. Amount of state appropriation provided: 
2. Estimated annual debt service on the appropriation: 
3. Term of the state bond, in years: 

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**Section II: Estimated value of use of the facility.**

<table>
<thead>
<tr>
<th>Use(s) of the facility*</th>
<th>Annual value of use</th>
<th># of years</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>$</td>
<td></td>
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<tr>
<td>b.</td>
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<td>c.</td>
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<td>d.</td>
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<td>e.</td>
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<td></td>
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<tr>
<td>f.</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

(* List additional uses on separate page as needed.)

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**Section III:**

On a separate page, explain how each use listed in Section II was valued for this analysis Direction:

The purpose of this worksheet is to enable a campus to demonstrate how the value of the uses that will be derived from a Joint Use Agreement is reasonably related to the value of the state capital appropriation made to the partner entity. Section I is to be filled out by the staff of the Department of Higher Education. Sections II and III are to be filled out by the partner campus.

Example: A campus wishes to enter into a Joint Use Agreement with a 501(C)(3) entity for a state appropriation of $5,000,000. The annual debt service paid by the state on this appropriation is about $384,381 per year, for 20 years. To demonstrate that the value of the uses of the facility is reasonably

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Optional Joint Use Agreement Template

This template only serves to provide for the requirements of OAC §3333-1-03 and is not intended to serve as a template protecting the interests of the parties involved. Parties are encouraged to add necessary language to protect the parties’ interests and to consult with legal counsel as needed.
related to the state appropriation, the sum of the campus’ educational uses of the facility should roughly equal $384,381 per year for 20 years.