

**Nevada System of Higher Education (NSHE)
Business Center North (BCN) Purchasing
Contract Requirements**

All contracts to which NSHE or any of its institutions are a party to must comply with the following requirements:

- The contract must have a complete description of the contractor's-supplier's responsibility in performance of the contract.
- The contract must describe or list the goals, objectives or results to be met or performed.
- The contract must specify where (location) the service-delivery is to be performed.
- The contract must describe NSHE's responsibilities, other than payment, in performance of the contract.
- The contract must describe any reports or deliverables that NSHE is to receive, and to whom they are to be delivered, and when they are due.
- The contract must describe how the contract performance is to be measured.
- The contract must specify who the responsible individuals are on the part of the contractor-supplier, and for NSHE.
- The contract must identify its purpose, the parties, the term of the contract, and the consideration to be paid, performed or promised.
- The contract must reflect the Board of Regents as the contracting party, especially in the signature block.
- The contract must stipulate that it is subject to Nevada law.
- The contract must be free of hold-harmless clauses or, if not, it must use NSHE's wording of the hold harmless clause.
- The contract must be free of a commercial general and business automobile liability insurance requirement for NSHE or NSHE's self-insurance language must be used.
- The contract's insurance and indemnity clauses must be approved by the institution or NSHE Risk Manager and General Counsel/System Counsel.
- The contract must contain workers' compensation, commercial general, and business automobile liability insurance from the other party for at least the required limits.
- A certificate of insurance must be included or on file.
- Open-ended contracts or contracts for an indefinite term must contain a mutual cancellation or termination clause with a stated time for notice of cancellation.
- If the contract is authorized to be signed by a NSHE institution's President and the President has delegated his/her signature authority to another person, there must be a written delegation of signature authority.
- Any contract that is to be sent to the Chancellor for signature, the contract must be recommended for signature by the President or designee of the NSHE institute. The required "yellow" and "pink" routing sheets must be completed and submitted to the institution's Legal Counsel. An extra copy of the contract for the Chancellor's Office files must be included. All pages requiring the Chancellor's signature, including initials for each page, must be flagged.
- When the contract term exceeds the biennial budget period and is paid in whole or in part with state funds, a non-appropriation clause must be included or there must be a short notice of termination for convenience.
- When the contract deals with nuclear waste repository research, the contract must contain the mandatory non-consent language.