



POLICY AND PROCEDURE

Procedure:	CONTRACTS, GRANTS, LEASES, AGREEMENTS
Policy No.:	4.6
Department:	Business Affairs
Contact:	Vice President for Business Affairs

Policy

The Nevada State Constitution vests exclusive control and administration of NSHE in the Board of Regents (Board). Therefore, the contracting party for any contract, grant, lease, or agreement is the Board of Regents.

The chancellor is the only person authorized by the Board to sign contracts and does so only after recommendation by the institutional president. The chancellor may delegate signing authority except where it has been expressly retained by the Board or delegated elsewhere.

Procedures

1.0 Signature Authority Delegation

1.1 Delegated Signature Authority to President. The Board of Regents and chancellor delegate to campus presidents signature authority for the following:

- Personnel employment contracts
- Standard form independent contract agreements
- Standard form federal grants and contracts
- Standard form facility use agreements (leases or rentals)
- Outside teaching agreements on forms approved by general counsel
- Agreements with performing artists
- Athletic game contracts
- Rental NSHE-owned space for single events
- Single events rental by institution of non-NSHE space
- Cooperative education agreements where there is no monetary consideration by either party
- Contract training and educational services to public agencies or private companies
- Sponsored project and sponsored program contracts valued at three million dollars (\$3,000,000) or less and terms of five years or less

1.2 Delegated Signature Authority to Vice President for Business Affairs. The Board of Regents and chancellor delegate the following signature authority to the vice president for business affairs:

- Remodeling contracts to \$25,000
- Change order for construction contracts to \$5,000
- Maintenance agreements to \$25,000
- Contracts for sale of food or housing
- Travel contracts for athletic events
- Work study agreements
- Items in 1.0

2.0 Basic Contract Content

Contracting Party:

The contract should reflect that it is entered into by the Board of Regents of THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of Great Basin College.

Signature Blocks:

Final signature block should read as follows:

THE BOARD OF REGENTS, THE NEVADA SYSTEM OF HIGHER EDUCATION on behalf of Great Basin College.

**By: _____
Chancellor (or appropriate title, if signature authority
has been delegated)**

Other signature blocks are optional and if used should use title and/or name of persons recommending final approval.

Hold-Harmless Clauses:

It is generally not the policy of NSHE to volunteer to put a hold-harmless clause in a contract that benefits the other part to the contract. Only where the other party requests such a clause should it be included. Also, whenever a hold-harmless clause is required by the other party, then NSHE must insist on a mutual hold-harmless clause that benefits NSHE, its officers, and employees. Such a mutual hold-harmless clause should be in the following form:

“(Contracting party) shall indemnify, defend, and hold harmless NSHE, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by (contracting party) or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.”

Insurance Requirements:

Contracts should typically include standard insurance requirements for any party doing business with NSHE appropriate to the risks involved. Any exceptions should only be with the approval of the institution/risk manager and the institution/system counsel as the case may be.

Other parties may likewise require insurance. Unless an institution is prepared to pay expensive commercial insurance coverage, a contract provision that requires NSHE to have commercial general, business automobile, or professional liability insurance (other than medical malpractice) is not possible, as NSHE is self-insured for these coverages. The contractor should be informed of this and, if needed, a certificate of self-insurance may be supplied by the institution risk manager. Contract terms that require NSHE to have commercial general and business liability insurance must either be deleted from NSHE contracts or, alternatively, the following language may be added in lieu of such provisions:

“The (Board of Regents, University, College or other appropriate name) is self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039.”

Applicable Law:

Contracts frequently provide that a contract is subject to the law of a particular state. It is NSHE’s policy that if a contract is to be performed outside the State of Nevada, NSHE would still prefer that Nevada law apply to the contract but has no objection if the law of the state where the contract is to be performed is applicable to the contract. The application of this section shall be subject to the guidance and approval of the institution general counsel’s office as to whether this clause can be revised or eliminated in appropriate cases. It is preferable to eliminate the clause altogether rather than to agree to have the laws of another state apply to the contract. The following language is the recommended for choice of law:

“The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with the contract shall be litigated only in the Judicial District Court in and for the County of, State of Nevada, and (name of Contractor) hereby expressly consents to the jurisdiction of said court.”

Date adopted: December 1, 1997

Date revised: December 5, 2019

Revision: 1

Approved by President’s Council: July 14, 2009

Contact the assistant to the president for any questions, corrections, or additions.