

Campus Contract Procedures

This is the process and language required for the preparation, routing and signing of contracts (other than those related to procurement) at the University of Nevada, Reno. As the University continues to grow, so does its working relationships. As the number of contracts to support this growth continues to increase, this process is designed to explain the procedure, reduce the number of corrections and facilitate a more timely process from start to finish for everyone involved.

All contracts must be forwarded to University administration for review and signature (Business & Finance, MS1124). Individuals who have been delegated signature authority are listed in the UNR Administrative Manual at <http://www.unr.edu/administrative-manual/500-1999-fiscal-and-business-affairs/contract-grants-leases/505-president-delegated-signature-authority>. Contracts, agreements, MOUs, Letters or Memorandums of agreement/intent/understanding etc. (hereinafter referred to as contracts), regardless of what they may be called, may not be signed at the department or college level, except for those which have been specifically delegated in writing by the President (see 10 below for further information). This requirement includes any online agreements/licenses etc., required when ordering online.

The Vice Provost, Undergraduate Education is delegated authority to sign all agreements with outside entities for internships, exchange agreements, service learning and civic engagement that do not exceed five years and \$1,000,000.00 and that have been approved or are on forms that have been approved by the Office of General Counsel.

Contract Requirements

To ensure each contract is processed in a timely manner, it is important the contract meets the requirements established in Chapter 5, Section 3 of the Nevada System of Higher Education, Procedures & Guidelines Manual, which can be found at: <http://system.nevada.edu/Nshe/index.cfm/administration/board-of-regents/procedures-guidelines-manual/>

Following are the areas where corrections most commonly have to be made which can result in delays in processing. Prior to submitting an agreement for signature, it is very helpful to work with the other party to the contract to see that the following language, as appropriate, is included at the time of preparation.

1. For our part, all contracts must be entered into by:

The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (followed by the name of the *specific college or sub-unit of the institution*, if desired).

2. Similarly, our signature block must read as:

For the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (followed by the name of the *specific college or sub-unit of the institution*, if desired).

3. It is not generally the policy of NSHE to volunteer to put a hold-harmless or indemnification clause in a contract that benefits the other party 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. If the other party insists on a hold-harmless or indemnification clause, our statement must include the specific wording which has been approved by System Legal Counsel, as follows in the next 3 paragraphs:

“To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno shall indemnify, defend and hold harmless (*name of other party*) from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$100,000.00 per cause of action.”

“(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

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9. Any contracts or agreements that are for the procurement of goods or services by the University should be forwarded to the BCN Purchasing Department as part of the normal procurement process. The BCN Purchasing Department will then sign the contract as part of the purchasing process.
10. 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 in Nevada, the contract must be subject to Nevada law. 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. It is preferable to eliminate the clause altogether, rather than to agree to have the laws of another state apply to the contract. The application of this section shall be subject to the guidance and approval of the University General Counsel's Office as to whether this clause can be revised or eliminated in appropriate cases. The following language is recommended for choice of law, if necessary: 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 Washoe, State of Nevada, and (*name of contractor*) hereby expressly consents to the jurisdiction of said court.
11. There are often routine or repetitive agreements/contracts, etc. that certain departments enter into frequently that may lend themselves to a more expedited signing process. In such cases it might be possible to standardize the process in a way that the President may be able to delegate signature authority to the specific unit for a specific purpose. This process requires first, a discussion with Business & Finance as to whether the specific agreement fits the requirements for delegation of signature authority. If so, the department working with Business & Finance will develop a standard form contract/agreement that may be used for the specific purpose identified. In this case, the standard form, as agreed upon, will be submitted by the Business & Finance Office along with a memorandum recommending to the President delegation of signature authority to a specific position/individual in the department. This delegation shall be valid only for the approved form for the prescribed purpose with NO modifications. If modifications are made or the form is being used for a purpose other than originally intended, the form must be submitted through the normal contract review, approval and signature process.

This process does not apply to any standard form provided by an outside entity or to a form approved for a different department than the one proposing to use it.

This potential delegation **does not** apply to purchasing transactions (including using either requisitions or pcards) or to Sponsored Projects – grants and contracts.

12. If you receive or want to generate a contract through electronic signature processing, this can be processed by the Business & Finance Office through DocuSign. In order to process a contract for electronic signature, the contract must have incorporated all of the above mentioned criteria prior to submission. For more information about this electronic process, please call Business & Finance at (775) 784-1234.

It is the responsibility of the originating department to secure and maintain a fully executed (signed by all parties) copy of all contracts/agreements in their department files.

Always be sure to attach a note with the name and phone number for the person who can speak to the terms of the contract, as well as the name and mail stop number of the person to whom the document should be returned once it is signed.

Thank you for your cooperation in this process. Following the guidelines listed above will help to expedite the processing of contracts and their timely return to the originating campus department. If you have any questions regarding this process, please call Business & Finance at (775) 784-1234.