**NSHE CONTRACT CHECKLIST**

Institution/Department: Date:

Contract Name: Contract Term (From/To):

 Does the contract identify its purpose, the parties, the term of the contract, and the consideration to be paid, performed or promised? (See [NSHE Contract Scope of Services Worksheet](https://bcnpurchasing.nevada.edu/media/1116/nshe-contract-scope-of-services-worksheet.pdf))

 Does the contract reflect the Board of Regents as the contracting party, especially in the signature block?

 Does the contract stipulate that it is subject to Nevada law?

 Is the contract free of hold-harmless clauses or, if not, have you used or obtained the consent of the other contracting party to use, the substitution of the NSHE's wording of the hold harmless clause?

 Is the contract free of a commercial general and business automobile liability insurance requirement for NSHE or, if not, have you used, or obtained the consent of the other contracting party to use, the additional of the NSHE's self-insurance language? Have the insurance and indemnity clauses been approved by the institution or NSHE Risk Manager and General Counsel/System Counsel?

 Does the contract contain workers' compensation, commercial general, and business automobile liability insurance from the other party for at least the limits required? Does the consultant come on NSHE property? **Yes** *or* **No** (circle one)

 Is a certificate of insurance ***included*** or ***on file***? Specify which:

 When the contract's term is open-ended or for an indefinite term, does the contract contain a mutual cancellation or termination clause with a stated time for notice of cancellation?

 If a contract is authorized to be signed by an NSHE institution's President and the President has delegated his/her signature authority to another person, is there a written delegation of signature authority on file?

 When a contract is to be sent to the Chancellor for signature, has the contract been recommended for signature by the President of designee of the NSHE institute? Has the required “yellow” and “pink” routing sheets been completed and submitted to the institution Legal Counsel? Has an extra copy of the contract for the Chancellor's Office files been included? Have all pages requiring the Chancellor's signature, including initials for each page, been flagged?

 Note: When the contract term exceeds the biennial budget period and is paid in whole or in part with state funds, has a non-appropriation clause been included or is there a short notice of termination for convenience?

 When the contract deals with nuclear waste repository research, does the contract contain the mandatory non-consent language required?