

PERMANENT MEMORANDUM 72 ATTACHMENT: GUIDELINES FOR LAWYERS REPRESENTING LSU

Effective for billings commencing May 1, 2008.
PM-72 is effective immediately.

These Guidelines are issued by the LSU System Office of General Counsel ("Office of General Counsel") pursuant to the authority of PM (Permanent Memorandum) 72. They set forth the general billing, invoicing, and other policies and procedures to be followed by attorneys handling legal work on behalf of LSU and any of its campuses and institutions. While these Guidelines set forth LSU's general expectations, they are not a substitute for and are not intended to affect the attorney's responsibility to exercise sound professional judgment and follow the highest professional standards.

I. CONTRACTS FOR LEGAL SERVICES AND REQUESTS

- 1.1 All legal services performed for LSU must be pursuant to a contract for legal services as set forth in PM-72, which is incorporated in and made part of these Guidelines.
- 1.2 All legal services performed for LSU shall be connected with a particular Request (as defined in PM-72) made by an authorized employee (whose name shall be included in the Request) or at the direction of the Office of General Counsel.
- 1.3 Each Request Request.

- 1.5 All legal services performed for LSU may be subject to the general administrative supervision and legal participation of the Office of General Counsel, as appropriate under the circumstances.

II. INITIAL EVALUATION

Upon receipt of a Request, the lawyer who will be responsible for the matter shall conduct an initial evaluation. This should include, at least, the following.

- 2.1 Task-based budget. The budget should contain sufficient information to allow LSU officials to make reasonable cost-benefit decisions for the matter which is the subject of the Request. Collaborative efforts will be undertaken to develop a simplified system to be uniformly employed by all lawyers working on behalf of LSU. No budget is required if the lead attorney reasonably anticipates that the matter, and reasonably related matters, will take fewer than 10

hours of billable attorney time. When it becomes reasonably likely that this threshold will be exceeded, a budget must be submitted, including a brief explanation of the reason for the change.

2.1.1 Where appropriate, the budget should be divided into phases, identifying each phase and the conditions under which the next phase may be required. For example, a matter involving potential litigation should reflect a pre-litigation phase, a discovery and pre-trial phase which would be necessary if litigation is filed, and a trial phase which would be necessary if no pre-trial resolution is made.

2.1.2 The budget should be submitted to both the Contact Employee and the Office of General Counsel within 10 business days of receipt of the Request, by e-mail.

2.1.3

review should be conduc

- 4.1.8 Use of ABA Task Billing Codes (see section 2.1) is acceptable but not required.
- 4.2 Time records should be kept in 0.1 hour increments, except for activities taking less than 0.1 hour that should be grouped with others to accurately reflect the total time spent (for example, responding to 3 e-mails in 12 minutes should be billed as 0.2 hours, not 0.3 hours).
- 4.3 Block-billing (i.e., charges that lump together sev

V. EXPENSE BILLING REQUIREMENTS

5.1 All invoices for expenses should include at least the following information:

5.1.1 The date the expense was incurred;

5.1.2 The name of the person incurring the expense;

5.1.3 The name of the vendor, service provider, expert witness, or other person to whom the expense was paid;

5.1.4 brief description of the expense and why it was incurred;

5.1.5 The actual cost of the expense (not including overhead or other mark-ups);

5.1.6 The Request Identifier (see section 1.3) and

5.1.7 Where prior approval is required, the name of the person who gave approval and the date and method of communication of the approval (e.g. "approved by John Doe, 11/20/07, by e-mail").

5.2 LSU will pay no more than the actual cost to the lawyer or law firm of any expenses incurred. In other words, LSU will pay no mark-up on those expenses and expects to receive the benefit of any discounts or rebates obtained by the lawyer or law firm.

5.3 Travel expenses will be reimbursed at the rates and subject to the

5.4.3 Travel expenses – airline ticket receipts, mileage logs, parking receipts, taxi receipts, hotel receipts, and any other receipts or documentation required by LSU PM -13 (see section 5.3; credit card receipts will not be accepted);

5.4.4 Photocopying – an itemization of in-house photocopying charges indicating total number of copies and total amount per entry, or the receipt for any copying performed by an outside vendor.

5.5 LSU will not pay for any of the following expenses:

5.5.1 Secretarial, word processing, proofreading, filing, office machine attendants (photocopy or fax “tending”), librarian or other clerical services (normal, temporary, or overtime);

5.5.2 On-line research fees for the use of common Louisiana databases in on-line research services (Westlaw, Lexis, Fastcase, etc.), such as Louisiana cases, Louisiana statutes, Louisiana Attorney General Opinions, etc., access to which should be considered overhead (LSU will pay actual costs for the reasonably necessary use of specialized research tools, subject to the provisions of section 4.5);

5.5.3 Overhead, rent, office administration, or other expenses properly chargeable to overhead, capital expense costs, or the routine maintenance of offices, including air conditioning, lighting, conference rooms, office supplies, and file storage or maintenance, whether pro-rated or otherwise;

5.5.4 Telephone and fax expenses which do not result in additional charges by the vendor (e.g., local phone calls, cellular phone calls, and incoming faxes) and

5.5.5 Regular first class postage (LSU will pay for appropriate usage of certified mail, overnight delivery, and similar services, which should be used only when justified).

VI. INVOICE SUBMISSION

6.1 Invoices shall be submitted monthly and shall include the information specified in sections 4.1 (Time Billing Requirements) and 5.1 (Expense Billing Requirements). As required by R.S. 39:1521.1, each invoice must be submitted in the form of a sworn affidavit. Invoices must be submitted within 3 days following the end of each month.

6.2 Separate invoices shall be submitted for each campus or institution. Within each invoice, billed items should be grouped by Request Line (c) 215(a)(6) by

lawyer or law firm during that month, every reasonable effort should be undertaken to obtain such bills in a timely manner and include those expenses in the following month.

6.5 7

- 7.5 Copies of any legal research memoranda, major briefs or motions, and other important documents should be sent (in searchable electronic format when practicable) to the Office of General Counsel.
- 7.6 Other than confirming facts that are a matter of public record, all other

9.5 For cases which expose LSU to a liability greater than \$10,000 or which involve significant institutional or policy issues, an initial case evaluation meeting should be conducted within 3 days of the commencement of litigation between the lawyer primarily responsible for handling the litigation, the Contact Employee, and the Office of General Counsel. The purpose of this meeting is to discuss the lawyer's analysis of liability and damage issues, legal and factual defenses, further investigation, anticipated discovery, the goals expected to be achieved, appropriate motions (including summary judgment), case value, settlement value, and, where applicable, alternative dispute resolution.

9.6 This section 9 does not apply to matters before the Civil Service Commission, unless they involve significant institutional policy.

X. RESOLUTION AND CORRECTIVE ACTION

10.1 All dismissals, settlements, or other final resolutions must be approved by the President or the System general counsel when authorized to do so by the President. Some settlements may also require approval by the Board of Supervisors pursuant to the Board Bylaws, and the Board Bylaws should be considered.

10.2 When a lawyer, during the course of representing LSU, learns of circumstances which would suggest the need for discipline, such as:

example, if an intellectual property licensing agreement authorizes the licensee, or a co-licensor, to take action to protect the intellectual property, the provisions of these Guidelines would not apply to any legal services obtained by the licensee or co-licensor. Even in these circumstances, however, where LSU is named as a plaintiff or a defendant in any lawsuit, or e