





## RULES OF THE BOARD OF SUPERVISORS

The Rules of the Board of Supervisors is a set of rules and responsibilities pertaining to the Supervisors' service on the Board, programs specific to the Board, and operations.

The scholarship program's mission is to financially assist LSU degree-seeking individuals in achieving academic and career success by providing annual tuition-based scholarships in consideration of a student's academic potential, individual achievement or personal circumstances.

## Section 2. General Program Guidelines

- A. Scholarships will be awarded in consideration of academic potential, individual achievement or personal circumstances.
- B. This policy permits Supervisors and other specified individuals to award a certain number of scholarships, and may be awarded by academic year or academic term (fall, spring, and summer), but shall not apply to intersession terms. No more than the allotted amount may be active during any academic term.
- C. Normally students may receive only one tuition exemption scholarship from sources within LSU, which includes exemptions used for non-resident fees as allowed otherwise by this policy.

of the respective institution's admissions and financial aid staffs to determine if a student



Scholarship recipients attending professional schools who opt to enroll in a dual/conjoint degree program, such as the JD-MBA, can only apply the value of their scholarship to one of the degree programs. The student must designate to which program the scholarship shall apply. The cost of enrolling in the additional degree program is the sole responsibility of the student.

Scholarships awarded by a President Emeritus may only be for the value of tuition for a resident student.

#### Section 9. Certification of Award

## REGULATIONS OF THE BOARD OF SUPERVISORS

### ARTICLE I. ACADEMIC AND ADMINISTRATIVE ORGANIZATION

#### Section 1. Order of Communications and Reports

The official recommendations and communications of any member of the academic or nonacademic staff shall be sent through channels to the appropriate officer. An administrative officer shall, when so requested, promptly transmit any such recommendations or communications, with the officer's own comments and recommendations thereon, to the next higher office.

#### Section 2. Academic Organizational Units

##### A. The Faculty of the University

The faculty of the University shall consist of the faculties of the several campuses as defined below (Sec. 2B). The President and the academic officers of the University shall be members of the





meetings. The Departmental Faculty<sup>3</sup>

1. Membership. The departmental faculty shall consist of all members of the academic staff of a department having the rank of Instructor or higher (or equivalent rank) who are appointed full-time for at least a one-year period and a part or all of whose work for the current year is in that particular department. As a class, part-time members of the academic staff having the rank of Instructor or higher (or equivalent rank) may be enfranchised to the degree deemed appropriate by the faculty of the department.
2. Duties. The departmental faculty shall have jurisdiction over matters concerning its educational policies insofar as these do not conflict with the policies of other departments, the rules and regulations of its own college or school, the campus, or the University.
3. Meetings. The Chair or head of the department shall call a meeting of the departmental faculty when it seems advisable to do so.

E. The Graduate Faculty

1. University Graduate Division Faculty. The Graduate Faculty of the University



upon and preside over any or all of the Administrative Councils of the University to advise him concerning the affairs of the University.





2. Authority to take all other personnel actions is hereby delegated by the Board to the President,

Section 6. Academic Ranks

The following academic ranks shall be recognized.

Instructional and Research Ranks-full-time (1,2,4)	Instructional and Research Ranks - Part-time(5)	Library/Museum(1 0) Ranks - Full-time	Cooperative Extension
---	---	--	--------------------------



(1) The titles "Visiting Professor," "Visiting Associate Professor," and "Visiting Assistant Professor" are courtesy titles given to holders of visiting full-time appointments at those respective ranks. No changes shall be made in the titles of regular members of the instructional and research staff holding part-time appointments during the summer term. The "Visiting" title may also be used for individuals who are not on leave from another institution but who meet the standards for the rank specified and who are hired for a limited period.

(2) The full-time faculty shall consist of the full-time University faculty and the members of the full-time staff at affiliated hospitals who have academic responsibilities equivalent to the full-time University faculty. The full-time affiliated faculty who are gratis or whose University contribution to salary is less than 25 percent shall be considered as volunteer faculty to the University insofar as employee benefits are concerned. However, if the University contributes 25 percent or more of their total salary, percentage of University contribution should be indicated and employee benefits appropriate to that percentage provided. Full-time faculty in the professions whose primary responsibility is in teaching or service programs associated with coordinating fieldwork and supervising students in the field are to be appointed as Assistant Professor-Professional Practice, Associate Professor-Professional Practice, or Professor-Professional Practice. Full-time affiliated faculty do not acquire tenure.

(3) The title of Professor may be modified to indicate particular distinction as approved by the Board in special instances.

(4) Full-time faculty whose primary responsibility is conducting research and who normally are paid from grant or contract funds are to be appointed as Assistant Professor-Research, Associate Professor-Research, or Professor-Research or Assistant Professor-Extension, Associate Professor-Extension, Professor-Extension. Full-time faculty in the clinical sciences with responsibility to teaching and service programs and who are essential for patient care are to be appointed as Assistant Professor of Clinical (discipline), Associate Professor of Clinical (discipline), or Professor of Clinical (discipline). Extension field faculty employed primarily to conduct educational programs are appointed as Assistant Agent, Associate Agent, and Agent. The faculty in these ranks do not acquire tenure.

Full-time faculty in the professions whose primary responsibility is in teaching or service programs associated with coordinating field work and supervising students in the field are to be appointed as Assistance Professor-Professional Practice, Associate Professor-Professional Practice, or Professor-Professional Practice.

(5) Part-time academic personnel in the Medical Center whose primary role is related to a clinical setting may be designated by the title "Clinical" preceding their academic rank, except department heads, who may be given their appropriate professorial rank without the designation "Clinical".

Part-time academic personnel in the Law Center whose primary role is related to a clinical setting in any internship program or other clinical or skills instructional program which has been or may be established by the Law Center may be designated by the title Adjunct Clinical Instructor, Part-time.

(6) The title 'Special Lecturer' is authorized and limited to part-time appointments without rank designation and is restricted to specialists and professional men and women whose primary occupation is practice of their profession.

(7) The designation "part-time" indicates that the appointee is to serve less than 100 percent basis.

(8) On the recommendation of appropriate campus officers, the ranks of Adjunct Professor, Adjunct Associate Professor, etc., may be conferred upon persons whose primary employment is outside the department. The basis of such recommendation shall be that the University can benefit from the talents, abilities, and experience of persons in various fields as consultants; for the conduct of formal courses, occasional lectures, or seminars; or for other similar activities. Recommendations for such appointments shall be made in the same manner as for other academic ranks. Individuals appointed as Adjunct Professors, Adjunct Associate Professors, or Adjunct Assistant Professors, are ineligible to participate in the University Retirement System or other University-funded employee benefits accorded other academic employees of the University.

(9) A person of exceptional distinction who performs the services of an Adjunct Professor may be designated a Consulting Professor.

(10) The title of Cooperating Teacher is used for off-

Professors and Associate Professors are tenured and are appointed for an indefinite period of time, except that the initial appointment and subsequent reappointments through not more than five years of total service to the University campus involved may be made for a stipulated term. Persons promoted to the rank of Professor or Associate Professor after less than five years of service on the campus may be continued to term appointment through no more than the fifth year. Persons holding a professorial rank (Professor,

fieldwork and supervising students in the field, the ranks of Assistant Professor-Professional Practice, Associate Professor-Professional Practice or Professor-Professional Practice may be designated. Individuals with these academic ranks shall not be eligible for tenure and may be enfranchised to the degree deemed appropriate by the faculty unit (system, campus, college, division or department).

Expiration of Appointment. Upon expiration of a term appointment, the employee is a free agent to whom the University has no obligation. The University may reappoint the employee to the same or a different position. Non-reappointment carries no implication whatsoever as to the quality of the employee's work, conduct, or professional competence.

When an employee, other than an Associate, is not to be reappointed, written notice to the employee will ordinarily be provided in accordance with the following schedule:

1. Not later than March 1 of the first academic year of service, if the appointment expires at the end of the year; or, if an initial one-year appointment terminates during an academic year, at least three months in advance of its termination.
2. Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or if an initial two-year appointment terminates during the academic year, at least six months in advance of its termination.
3. At least 12 months before the expiration of an appointment after two or more years service on that campus.
4. When an Associate is not reappointed, the Associate shall be given written notice of termination no less than ninety (90) days prior to the expiration of the employment contract.

#### Section 8. Terms of Employment - Part-Time Academic Staff

## Section 12. Holding of Political Office

A full-time employee of the University shall not accept any appointive political office nor seek or hold any elective remunerative political office, without the consent of the President.

## Section 13. Nepotism.

A. No member of the immediate family of an agency head shall be employed by that agency.

"Immediate family" as the term relates to a public employee means children, the spouses of the children, brothers, sisters, parents, spouse, and the parents of the spouse.

"Agency" means a department, office, division, agency, commission, board, committee, or other organizational unit of a government entity.

"Agency head" means the chief executive or administrative officer of any agency as defined above or any member of a board or commission who exercises supervision over the agency.

B. The provisions of this policy shall not prohibit the continued employment of any public employee nor shall it be construed to hinder, alter, or in any way affect normal promotional advancements for such public employee where a member of the public employee's immediate family becomes the agency head of such public employee's agency, provided that such public employee has been employed in the agency for a period of at least one year prior to the member of the public employee's immediate family becoming the agency head.

C. Any person serving as a University employee on April 1, 1980, whose employment otherwise would have been in violation of this policy, may continue in such employment and the provisions of this section shall not be construed to hinder, alter, or in any way affect normal promotional advancement in public employment for such employees.

D. This policy shall apply to all forms of employment; regular full-time employment, regular part-time employment, temporary full-time employment, temporary part-time employment, etc., and will apply to all employees, including student workers.

E. Exceptions to the restrictions outlined in this policy are not permitted. However, employees of an agency who marry may continue to work in that agency even though one of the employees is the agency head, provided that the supervising spouse avoids participating in transactions in which the subordinate spouse has a substantial economic interest.

F. Individual campuses may adopt more restrictive provisions to this policy provided that those provisions are approved by the President.

Section 14. Boyd Professorships

A. Eligibility

A faculty member on one of the various campuses of the University who has attained national, or as appropriate, international distinction for outstanding teaching, research, or other creative achievement may be designated a "Boyd Professor." The "Boyd Professorship" shall be regarded as the highest professorial rank awarded by the University. No Professor holding an administrative position of the rank of dean or above shall be eligible for designation as a "Boyd Professor." ng an

## ARTICLE III. LEAVES

### Section 1. Sabbatical Leave

Full-time academic employees [Sec. 2-1a(1)] at the rank of Instructor (or equivalent) or above, who have completed six years of service on the campus without having received leave with pay, may petition for sabbatical leave for study and research, the object of which is to enable them to increase their professional efficiency and usefulness to the University. Adequate justification setting forth the plan for each sabbatical leave sha







## ARTICLE IV. INSURANCE AND RETIREMENT

### Section 1. Group Insurance Program

University employees, including retirees, may participate in the group health insurance plans provided by the State of Louisiana in accordance with the rules and regulations established for that program. The University will pay the appropriate employer portion of the cost of its employees who elect to participate in this program.

### Section 2. Other Group Insurance or Benefit Programs

The University may make available to employees, through payroll deduction procedures or otherwise, other types of group coverage or benefit programs that are considered to be of particular interest and benefit to its employees. The inauguration of any such plan will be made only upon approval of the President, and no contribution will be made toward the cost of such additional programs without the approval of the Board.

### Section 3.

#### D. United States Civil Service Retirement System

Personnel of the Cooperative Extension Service who are required to become members of the United States Civil Service Retirement System shall be members of that system. Such personnel whose date of employment was prior to December 15, 1950 (and who were employees of the Cooperative Extension Service on that date) shall also be members of the LSU Retirement Plan, notwithstanding their membership in the United States Civil Service Retirement System. Such personnel whose date of employment was subsequent to December 14, 1950, may be entitled to supplemental benefits from the Teachers' Retirement System of Louisiana in accordance with the provisions of that system.

#### Section 4. Conditions of Retirement

- A. Eligibility for retirement will be in accordance with the provisions of the respective retirement system.
- B. No employee of the University shall be separated from public service by his appointing authority because of the employee having attained any particular age following employment by the appointing authority.

#### Section 5. Emeritus Ranks

Upon recommendation by the appropriate campus, the title Professor Emeritus shall be conferred upon all persons who upon retirement have attained the title of Professor and who have been in the service of the University for a period of at least ten (10) years. The said title may also be conferred, upon recommendation of the appropriate campus, upon a person who upon retirement has attained the title of Professor even though the period of service is less than ten (10) years, if it is determined that the person has made outstanding contributions to the University in either the field of scholarship or public service.

Any person who has held the position of academic dean, director, or department head for a period of ten (10) years may be retired with the title Dean, Director, or Department Head Emeritus. Where applicable to other positions within the University, an Emeritus title may be conferred upon the recommendation of the President in appropriate cases.

Approval of emeritus status shall be governed by the Personnel Action Approval Policy.

## ARTICLE V. FINANCIAL AND BUSINESS PROCEDURES

### Section 1. Budget

The annual operating budget of the University represents a primary instrument of fiscal control. It provides a firm estimate of resource availability and specifies the manner in which available revenues shall be allocated for effective support of goals and objectives. The general plan of the budgetary requests by the University for the ensuing fiscal year shall be presented to the Board for final approval prior to

- B. All other contracts may be executed on the authority of an official of the University or of its various campuses as designated by the President unless directed to be otherwise executed by the Board or a specifically designated committee thereof.

#### Section 4. Purchasing

No purchasing or contracting for goods and contractual services may be made except through specifically designated purchasing officials of the University.

All purchase of goods and operating services are to be made in accordance with applicable State and Federal Laws, rules and regulations, as well as University policies relative to purchasing.

#### Section 5. Travel

Office of the Board of Supervisors such detailed procedures as deemed desirable and necessary for compliance with the established general policy.

Section 10.



current year, unless authorized by the Board for larger amounts. The final amount will be included in the operating budget that is submitted to the Board for approval.

Approval by the Board to increase tuition or fees shall be construed as authority to increase the institutional-based budget by an amount proportionate to the tuition or fee increase. The thirty-three percent limitation shall exclude any institutional-based aid budget increase associated with tuition or fee increases.

C. Reporting

The chancellors shall submit to the President an annual report on or before August 15 of each year out



- e. All capital improvement contracts approved by the Board or the President (does not require listing of such contracts approved by Chancellors or other officials under delegation from the President)
  - f. All schematic designs (only a list of these is required; the designs themselves need not be included)
  - g. All design contracts
  - h. Other items of a similar nature which the President, by Permanent Memorandum or otherwise, determines would provide strategic insight to the Board and assist the Board in exercising its authorities and responsibilities.
- C. Quarterly Reports
- a. Audit Reports
  - b. Investments
  - c. Reimbursements paid by affiliated organizations
  - d. Personnel as specified in Regulations
- D. Notifications of Significant Procurements and Delegations
- a. The Board requires notification of upcoming procurements and contracts deemed significant. The first notification of an impending significant procurement or contract shall be eighteen months in advance of the execution of an agreement, or as soon as it is known that a significant procurement will be necessary if it occurs in less than 18 months. A notice of impending significant procurements shall be transmitted to the Board monthly.
  - b. The Board requires monthly notification of unexecuted authorities delegated by the Board to the President.

A. Definition of Financial Exigency

A condition of financial exigency shall exist whenever the financial resources of a campus are not sufficient to support the existing programs and personnel of the campus without substantial impairment of the ability of the campus to maintain the quality of its programs and services. Financial exigency may result from a reduction in financial resources or from the failure to receive increases in financial resources sufficient to maintain quality. Evidence of financial exigency may include, among other factors, reduction of state appropriations, faculty and staff salary levels substantially below national and regional averages, significant loss of personnel or inability to attract new personnel apparently due to inadequate salary and other support, and substantial

### C. Implementation of Declaration of Financial Exigency

Upon a declaration of financial exigency by the Board of Supervisors, the Chancellor at each institution or, for LSU, the President's designee, after consultation with faculty and staff, and approval by the President, shall determine whether furloughs, layoffs or terminations are required and which employees will be affected. This determination shall be made in accordance with procedures established by the President, which will give primary consideration to the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the institution. Faculty and other employees under contract who are furloughed, laid off, or terminated before the end of their contract terms for reasons of financial exigency shall, whenever possible, be notified at least ninety (90) days in advance of the date of the furlough, layoff, or termination. The notice of furlough, layoff, or termination shall be delivered personally or by certified mail, with return receipt requested. Notice shall be complete upon delivery or mailing. This notice shall include, in writing, a statement of the conditions requiring furlough, layoff, or termination, a general description of procedures followed in making the decision and a statement of the employee's right to respond orally and in writing to a designated official or committee of the institution and to review by the Chancellor or, for LSU, the President's designee within the time specified in the notice as to the reasons for the furlough, layoff, or termination. The employee(s) shall also have the right, upon written request within twenty (20) days from the date of notification of the final decision of the Chancellor or, for LSU, the President's designee, to apply in writing to the President for a review of the decision.

The term "furlough" as used in this policy, is defined as temporary leave without pay for any employee, including tenured faculty members or non-tenured faculty or other contracted employees, before the end of their contract term. The term "layoff," as used in this policy, is defined as the temporary dismissal of any employee, including tenured faculty members or non-tenured faculty or other contracted employees, before the end of their contract term. Layoffs may lead to eventual termination. Layoffs or terminations may occur within an academic unit or other unit of an institution without a net loss of faculty members or other personnel at the institution; that is, layoffs or terminations in some academic or other units may occur with simultaneous authorization of new positions for different duties in academic or other units, depending upon the needs of such units.

### D. Approval Required

Anything in the regulations of the LSU Board of Supervisors to the contrary notwithstanding, if the Board of Supervisors declares financial exigency, either at an institution, within an academic or other unit of an institution, or in the University, as provided in section (b) above, program modifications or discontinuances recommended by the institution and approved by the President must be approved by the Board of Supervisors. With respect to the implementation of such program modifications or discontinuances upon a declaration of financial exigency, decisions with respect to furlough, layoff, or termination of any tenured faculty, non-tenured faculty, or other contract employee before the end of their contract term must be approved by the Chancellor or, for LSU, the President's designee and the President, and the decisions are final upon approval of the President. Review of such decisions by the Board of Supervisors is at its sole discretion.

### E. Termination of Financial Exigency

Financial Exigency shall terminate at the end of the fiscal year in which it was declared.

## ARTICLE VI. GIFTS AND GRANTS

### Section 1. Conditions of Acceptance

The Board stands ready to receive in the name of the University:

- a. Memorials, such as buildings, laboratories, or other facilities, to be placed on the campus either for beautification or for practical service and memorials in land which extend the boundaries of the campuses or other facilities.
- b. Gifts for instruction or research.
- c. Gifts for scholarships, fellowships, or student loan funds.
- d. Other gifts for special purposes (e.g., library) which will enrich the life of the University and its students.

However, the Board shall be the final authority in the determination as to whether the freedom and functions of the University and its responsibilities to the public are curtailed by the terms of any gifts.

Instruction and research are so inseparable and essential to the highest efficiency of a university that the University looks with favor upon acceptable proposals for research and related contracts with State and Federal agencies and with private individuals and corporations.

### Section 2. Commercial Testing

When the gift or grant proposed by a private individual or corporation for research or other educational function has a direct bearing upon the business of the donor, or is a routine job deemed to be without educational or research value, then it becomes essential that the proposal be considered in the light of the public interest, the relationship to the efficiency of, and the probable cost to the University.

In determining whether to undertake for an individual or private concern commercial testing or special research having a direct bearing upon the business of the individual or corporation, the University will give special consideration to the following:

- a. Whether the problem has industry-wide implications;

The University makes a distinction between grants which are made by established federal agencies and foundations, in support of research which has been proposed by one or more faculty members, and for which money is received essentially as a grant-in-

## ARTICLE VII. INTELLECTUAL PROPERTY

### Section 1. General Policy

The University encourages and expects its personnel to engage in creative, scholarly activities as part of their duties. All University Personnel are required to disclose to the appropriate campus officer, at an early date, any discoveries, inventions, and works potentially subject to legal protection under patent, copyright, or other law. The inventor, the inventor's department, and the inventor's campus gain prestige, and in some cases financial benefits, from commercializing an invention or discovery. Such commercialization is consistent with, and complementary to, the University's academic mission; through such activities, the University provides new benefits to the public and enhances economic development.

### Section 2. Definitions

- A. "LSU Invention" shall mean an invention or discovery that is either conceived, created, designed, developed, conducted or first reduced to practice, in whole or in part, during activities that: (1) are carried on by, or under the direction of, LSU Personnel, regardless of when or where conception or reduction to practice occurs; or (2) are supported by funds under the control of the University; or (3) are performed with the use of University facilities, equipment, or supplies. The term "LSU Invention" shall also include any patent application or issued patent containing at least one claim

tape, a floppy disk, a hard disk, a compact disk, a digital video disk/digital versatile disk/DVD, or an Internet website) that is intended to be used by third parties in digital form or that is intended to be distributed in digital form to third parties for consideration. An LSU Work that is transmitted to a publisher in digital form at the request of the publisher or for the convenience of the author or publisher, but that will not be distributed by the publisher to third parties in digital form (e.g., a conventional printed book whose text is prepared on a word processor) is not considered "LSU Digital Media." However, any digital media that otherwise satisfies the above definition, and that is intended to be distributed to third parties with a printed book (for example, a compact disk read-only-memory packaged with a book) is considered "LSU Digital Media." An LSU Work that is published electronically as part of a peer-reviewed scholarly journal on the Internet shall not be considered "LSU Digital Media"

- I. "Course Materials" shall mean any copyrights in underlying educational materials or course content used in the *bona fide* teaching or instruction of a regularly scheduled course for credit offered by the University, to the extent that an author of those materials, himself or herself, uses those materials in teaching the course; including portions, subsets, drafts, revisions, updates, versions, and instructional components of such materials; whether printed, digital, Internet based, CD/DVD-based, audio- or video-based, or otherwise. "Course Materials" may include copyrights in items that would otherwise constitute LSU Works, LSU Software, or LSU Digital Media. "Course Materials" shall not, however, include rights in any patent, patent application, LSU Database, LSU Mark, or LSU Invention. "Course Materials" shall not include any rights that are derived from a co-



N. "LSU Personnel" shall mean all University

- B. Each Chancellor or, for LSU, the President shall establish policies and procedures for, and identify employees or positions responsible for, the management of LSU Intellectual Property on that campus. Each campus shall be responsible for compliance with all procedures and obligations under the federal Bayh-Dole Act (PL 96-517) or any other applicable laws, regulations, agreements or contracts with respect to the management of LSU Intellectual Property.
- C. 1. In exceptional circumstances, the University may waive its rights to certain items that would otherwise be LSU Intellectual Property, in favor of an outside employer of one or more LSU Personnel, if the University expressly approves in writing and in advance a valid consulting agreement between that employer and the LSU Personnel, and if the consulting agreement expressly states in writing that such items shall become the property of that employer, and if the consulting agreement and all activities conducted under the consulting agreement are in full compliance with the Code of Governmental Ethics and all pertinent rules and regulations of the University. Any such waiver may only be made in writing by the Chancellor or, for LSU, the President or the President's designee (or the President, if PM-11 or PM-67 require approval by the President of the related consulting agreement), which authority may not be further delegated, based on a written finding setting forth the reasons that such a waiver is in the best interests of the University.
2. The University will ordinarily grant to a non-governmental sponsor of funded research at the University an exclusive right, for a limited period of time, to negotiate with the University for a royalty-bearing license under inventions that may result from the funded research, under mutually agreeable terms. Royalty rates or other consideration to be paid for a licensed invention will not ordinarily be determined before the invention has been made, except where justified in writing, in light of exceptional circumstances, to be in the best interests of the University.
- D. Restrictions on Publication
1. Nothing in this Section 7 shall be construed to prohibit or restrict LSU Personnel from publishing in academic channels any material that the University and those Personnel are otherwise free to publish. LSU Personnel are cautioned that early publication can destroy or impair the legal protection that might otherwise be available for intellectual property, and where appropriate are advised to consult with their campus technology transfer officers well before the first planned publication to discuss this question further.
2. As a matter of policy, the University shall not normally accept restrictions or prohibitions on publications, other than a requirement for delaying publication for a reasonable period of time, from research sponsors and intellectual property licensees. Before the University can consent to any such restrictions on publication, both of the following conditions must be satisfied and documented: (1) the restrictions are tailored to be the least restrictive conditions which will satisfy the legitimate concerns of the sponsor or licensee, and (2) all LSU Personnel likely to be affected by the proposed restrictions have consented to the restrictions.

Section 4. Allocation of Distributable Royalties

A. Distribution to Inventor or Author

1. Forty percent (40%) of all Distributable Royalties as defined in Section 7-2(j) shall be paid or transferred to the respective inventors or authors within thirty days of receipt by the University, unless a different schedule is otherwise agreed in writing by the University and the inventor(s) or author(s).
2. For as long as the University receives such Distributable Royalties, payment of this allocation of Distributable Royalties shall continue to the respective inventors or authors, regardless of whether they continue employment at the University, or to their heirs, as applicable.
3. Provided, however, that the Chancellor of the appropriate campus (or campuses) or, for LSU, the President or the President's designee may direct that no part (or a reduced part) of Distributable Royalties shall be paid or transferred to the inventors where those

4. None of the allocation of Distributable Royalties to either the Office of the President or to the campus may be allocated directly to any individual.
5. In accord with the University's obligations under the federal Bayh-Dole Act and with the University's commitment to investing in its researchers and advancing discoveries to benefit the public, all allocations of Distributable Royalties to the Office of the President, to the LSU LIFT Fund or to a campus will be used only in further support of scientific research, education and commercialization activities.

C. Distribution and Management of Equity

1. Corporate stock or other equity shares within Distributable Royalties which comprises the inventor's allocation as described above shall be transferred to the respective authors or inventors as soon as reasonably practicable after the University is legally able to transfer title to such equity, and until that time

4. Any equity owned by the University as its portion of Distributable Royalties shall not be further distributed within the University, but instead shall be managed by the President. Any cash benefits received by the University arising from such equity ownership (for example, cash dividends, or proceeds from the sale of the equity) shall be distributed within the University in the same relative proportions as other Distributable Royalties; except that the inventor(s) shall receive no portion of any such cash, because the inventor(s) will ordinarily have already received 40% of the equity originally received by the University under Section 7-4(b)(1).

D.

if more than one campus is involved, by the President, based upon the merits of the individual case. This determination shall be final and unappealable.

E. Distributions in Special Circumstances

1. A Research Grant shall be administered by the University in accordance with the terms of the contract establishing the Research Grant, and in accordance with any applicable laws, rules, and regulations. Authors and inventors shall not be entitled to any portion of a Research Grant, except in some cases for that portion of a salary that is customarily paid from such a source, and then only in accordance with the terms of the contract establishing the Research Grant.
2. Litigation Proceeds shall be administered and distributed as follows. That unit of the University



Section 6. Uniform Process for Managing Technology Transfer at the University





fees, or other amounts received by the University on account of that course, regardless of whether an author is substantively involved in the teaching of that course. The University shall be free to use the LSU Work, LSU Database, LSU Digital Media, or Course Material as part of the course instruction in the University's

## ARTICLE VIII. AFFILIATED ORGANIZATIONS

### Section 1. Relationship to the University

Private support organizations can enhance the programs, facilities, and research and educational opportunities offered by institutions of higher education. The Board promotes the activities of alumni associations, foundations, and other private, nonprofit organizations that raise private funds for the support of the various campuses in the University. A nonprofit corporation, whose principal purpose is to support one or more programs, facilities, or research or educational opportunities offered by public

## ARTICLE IX. AUDIT

In accordance with the Bylaws, there is a chief internal auditor employed as a University officer. Under the supervision and control of the Board's Audit Committee, the following shall be referred to as the Audit Charter:

### Section 1. General

The Louisiana State University Internal Audit function is an independent and objective assurance and consulting activity that is guided by a philosophy of adding value to improve the operations of LSU including all component institutions. It assists the University in accomplishing its objectives by bringing a systematic and disciplined approach to evaluate and improve the effectiveness of the organization's governance, risk management, and internal control.

### Section 2. Role

Management of each of the University's component institutions has the responsibility to ensure that assets are properly safeguarded, internal controls are established and are sufficient to ensure compliance with applicable laws and regulations, and procedures are sufficient to detect errors and fraud in a timely manner. Campus heads are also responsible for providing input into the annual risk assessment and audit plan and for establishing and enforcing a policy to ensure the effective and timely resolution of all audit findings.

Internal Audit furnishes impartial, independent analyses, appraisals, recommendations, and pertinent comments on the business activities of the institution. Its responsibilities are defined by the Board as part of their oversight role.

### Section 3. Organization

Internal auditing is centrally managed by the Chief Auditor who serves as the University's "Chief Audit Executive" as defined by the International Standards for the Professional Practice of Internal Auditing. The Chief Auditor reports functionally to the Board of Supervisors (Board) through the Audit Committee and administratively (i.e. day-to-day operations) to the President. Reporting of matters shall be simultaneously made to the President, Chair of the Audit Committee, and Chair of the Board, unless it involves potential misconduct by one of the three.

The Board approves the internal audit charter as well as all decisions regarding the appointment and removal of the Chief Auditor.

The Audit Committee will:

- Approve the risk-based internal audit plan
- Approve the internal audit budget and resource plan
- Receive communications from the Chief Auditor on the Internal Audit's performance relative to its plan and other matters
- Annually evaluate, with input from the President, the performance of the Chief Auditor.
- With input from the President, review and recommend to the Board remuneration of the Chief Auditor, subject to applicable Board regulations.

Make appropriate inquiries of management and the Chief Auditor to determine whether there is inappropriate scope or resource limitations.

The Chief Auditor will communicate and interact directly with the President and with the Audit Committee. The Chair of the Audit Committee may conduct meetings, including meetings in executive session and between Board meetings as appropriate, with the President unless the Audit Chair deems that the President's participation would not be appropriate. On one occasion annually, the Chief Auditor may request a meeting with the Audit Committee only.

#### Section 4. Professionalism

Professionalism and commitment to excellence are facilitated by operating within a framework of professional practice. Internal Audit shall adhere by adherence to The Institute of Internal Auditors' mandatory guidance including the Definition of Internal Auditing, the Code of Ethics, and the International Standards for the Professional Practice of Internal Auditing (Standards). This mandatory guidance constitutes principles of the fundamental requirements for the professional practice of internal auditing and for evaluating the effectiveness of Internal Audit's performance.

#### Section 5. Authority

Internal Audit, with strict accountability for confidentiality and safeguarding records and information, is authorized full, free, and unrestricted access to any and all records, physical properties, and personnel pertinent to carrying out any engagement in the LSU universe, including those not specifically enumerated in the charter and authorized by the Board. All employees are requested to assist Internal Audit in fulfilling its roles and responsibilities. Internal Audit will also have free and unrestricted access to the Audit Committee.

#### Section 6. Independence and Objectivity

Internal Audit will remain free from interference by any element in the organization, including matters of audit selection, scope, procedures, frequency, timing, or report content to permit maintenance of a necessary independent and objective mental attitude.

Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair internal auditor's judgment.

Internal auditors will exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Internal auditors will make a balanced assessment of all the relevant circumstances and not be unduly influenced by their own interests or by others in forming judgments.

The Chief Auditor will confirm to the Audit Committee, at least annually, the organizational independence of the internal audit activity.





## ARTICLE X. NAMING AND HONORIFICS

### Section 1. Authority

The Board retains the authorit





## ARTICLE XI. REPEAL AND AMENDMENT TO REGULATIONS

### Section 1. Repealing Clause

All rules, orders, regulations, and resolutions heretofore enacted or adopted by the Board which are in conflict with these Regulations are hereby repealed.

### Section 2. Amendment

These Regulations, except as they include provisions specifically covered by the Statutes of the State of Louisiana and the Bylaws of this Board, may be amended by receiving an affirmative vote of a majority of the Supervisors after receiving recommendations of the appropriate committee of the Board.