

# LSU



LOUISIANA STATE UNIVERSITY BOARD OF SUPERVISORS

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RULES AND REGULATIONS

*Effective April 28, 2023*

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of the respective institution's admissions and financial aid staffs to determine if a student nominated to receive the scholarship meets the minimum qualifications set forth in this policy.

**Section 4.      Scholarship Awards**

Each Supervisors and the President of LSU shall be authorized to award 15 scholarships. These scholarships are tuition exemptions, and two (2) of the 15 scholarships may be converted to exemptions of the non-





**REGULATIONS OF THE BOARD OF SUPERVISORS**

**ARTICLE I. ACADEMIC AND ADMINISTRATIVE ORGANIZATION**

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



specifically delegated by the faculty. It shall make recommendations for the granting of degrees through its respective colleges or schools not within a college.

3. **Actions.** Any action of a faculty or Faculty Council which, in the judgment of the Chancellor, or of the President, is administrative or which seriously affects the interests of another faculty of the University or of the University itself, may be suspended by the President and such action shall be reported to the Board at its next meeting. All questions of jurisdiction among colleges, schools not within colleges, or divisions shall be determined by the Chancellor, or, for LSU or in inter-campus situations, by the President.
  - a. Minutes of all actions taken by the faculties or Faculty Councils, together with appropriate recommendations of the major administrative officer concerned, shall be reported to the President. The President may then refer any such action on academic matters of general University concern to the appropriate council, or a committee thereof, for consideration.
4. **Meetings.** Each faculty or Faculty Council shall meet at least once each academic year at the



G. The Executive Graduate Council

There shall be an Executive Graduate Council of the University Graduate Division. It shall consist of:

1. The chief academic officer of the University, who shall serve as chair.
2. The chief graduate officer for each campus.
- 3.

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

B. Council of Academic Deans and Directors

The deans and directors of colleges, or of schools not within colleges, together with other academic officers of equivalent rank, responsible to the chief academic officer, shall constitute the Council of Academic Deans and Directors of a campus, and shall meet at the call of the chief academic officer as chair. The Council shall advise the chief academic officer in the administration of the academic affairs of the campus.

C. The Athletic Council

1. **Establishment.** There shall be established an Athletic Council on campuses having organized athletic programs and participation in inter-collegiate competition. Each campus shall formulate a policy regarding the operation of the Athletic Council. This policy shall address membership, terms of office, voting and bylaws, and functions of the Council. This policy shall be in compliance with the rules and regulations of the appropriate athletic oversight organization.
2. **Approval.** Each campus shall submit its policy concerning the Athletic Council to the President for review and approval as well as any subsequent amendments to this policy.

**ARTICLE II. APPOINTMENTS, PROMOTIONS, AND TENURE**

**Section 1. Classification of Employees, General**

B. Unclassified Employees

Unclassified employees hold their positions at the pleasure of the Board. Services of unclassified employees may be terminated by giving such employees reasonable notice with the approval of

2. Authority to take all other personnel actions is hereby delegated by the Board to the President, who may further delegate such authority, under the Personnel Action Approval Policy, as he deems to be in the best interests of the University.

C. Reporting

Quarterly reports will be developed and provided to the Board providing necessary information

**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(10) Ranks - Full-time	Cooperative Extension Service	AgCenter Communications
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Boyd Professor  
Designated  
Professorships(3)  
Professor

Professor, part-time(6)  
Adjunct Professor(7)  
Consulting  
Professor

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(1) The titles "Visiting Professor," "Visiting Associate Professor," and "Visiting Assistant Professor" are courtesy titles given

(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-campus public school teachers who supervise teachers in the teacher training program.

(11) The titles of 'Curator', 'Associate Curator' and 'Assistant Curator' are authorized and limited to those individuals holding full-time appointments on the museum staff. The ranks of Curator, Associate Curator and Assistant Curator shall be equivalent to those of Professor, Associate Professor and Assistant Professor, respectively. The rules and rights of appointment, promotion and tenure shall be the same as for the professorial ranks.

(12) The titles of Assistant Communications Specialist, Associate Communications Specialist and Communications Specialist are non-tenure track titles for LSU AgCenter Co

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, Associate Professor or Assistant Professor) while being paid by a grant or contract do not acquire tenure through the passage of time but may become tenured only by specific individual recommendation through appropriate channels and approval by the President.

Assistant Professors are appointed for terms no longer than three years. Upon reappointment after seven years of service in rank on a particular campus, Assistant Professors receive tenure. A thorough review will be made during the sixth year of service so that notice of termination may be given if necessary no later than the end of the sixth year of service. Individual campuses have the option of conducting the thorough review prior to the sixth year, provided that appropriate written notification is given to the faculty member. The University may, at its discretion, count prior service on the same campus toward the seven-year evaluation period for an Assistant Professor to achieve indeterminate tenure. The ultimate decision shall be left with the President, to be applied in each individual case for which the respective campus recommends granting indeterminate tenure counting prior service favorably.

Those who rank as Associate or Instructor shall be appointed for a specified term and shall not be



**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 po





**Section 3. Annual Leave and Sick Leave**

A. Annual Leave



**Section 5. Military Leave**

An employee of this University who is ordered to duty with troops or at field exercises or for instruction with any branch of the Armed Forces (including the National Guard) for periods not to exceed fifteen (15) working days in any one calendar year is entitled to leave of absence from duties without loss of pay, time, annual leave, or efficiency rating, and when relieved from duty shall be restored to the position held when ordered to duty. Any portion of a military leave in excess of fifteen (15) working days during a calendar year shall be leave without pay, unless chargeable against accrued vacation with pay.

**Section 6. Leave of Absence Without Pay**

A. Academic and Unclassified Administrative Officers and Professional Staff

Leaves of absence without pay may be granted for good cause. Approval of leaves of absence shall be in accordance with the Personnel Action Approval Policy. During leaves of absence without pay no allowance for sick leave or vacation shall accumulate. For academic employees, the period of absence without pay may, upon appropriate administrative recommendation, be credited toward tenure.

B. Classified and Unclassified Employees Exempt from the Classified Service by Special Action of the State of Louisiana, Department of Civil Service

Leaves of absence without pay may be granted in accordance with Civil Service regulations.

**Section 7. Report of Absences**

## 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. Retirement Plans**

All Non-student regular employees of the University will be members of one of the following retirement plans, unless ineligible by provisions of the retirement system.

#### A. LSU Retirement System.

The LSU Retirement System as provided by L.R.S. 17:1611, et seq. was abolished effective January 1, 1979, by the provisions of Act 643 of the 1978 Louisiana Legislature. Members of the LSU Retirement System on December 31, 1978, continuing in employment were required under the provisions of Act 643 of 1978 to become members of either the Teachers' Retirement System of Louisiana or the Louisiana State Employees' Retirement System.

#### B. LSU Retirement Plan

Employees who were members of this plan on December 31, 1978, except certain employees referred to in d. below, were required to become members of either the Teachers' Retirement System of Louisiana or the Louisiana State Employees' Retirement System effective January 1, 1979. Provisions for benefits from this plan are contained in "LSU Retirement Plan" authorized by the Board.

#### C. Teachers' Retirement System of Louisiana and the Louisiana State Employees' Retirement System

Persons becoming employed by any unit of the University on or after January 1, 1979, shall as a condition of employment, if eligible, become a member of either the Teachers' Retirement System of Louisiana or the Louisiana State Employees' Retirement System.



## 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

B. All other contracts may be executed on the authority

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

**Section 10. Sale of Goods or Services and Operation of Business Enterprises**

No department or agency of the University shall make sale of goods or services for cash or on account, other than those of a nature recurring for the activity, or operate a business enterprise without the approval of the President or appropriate official designated by the President.

PROCEDURES FOR HANDLING COMPLAINTS OF UNREASONABLE COMPETITION FROM COLLEGES AND UNIVERSITIES:

The following procedures are intended to meet the letter and spirit of Senate Concurrent Resolution 125 of the 1985 Regular Session of the Louisiana Legislature:

1. Private business or industry complaints of unreasonable competition from a public college or university under the jurisdiction of this Board shall be submitted in writing to the Chancellor whose college/school/department/personnel/activity is allegedly competing unreasonably with the private entity or, for LSU, the President. The Chancellor shall forward a copy of any complaint to the President who shall then inform the Supervisors of the complaint. If, however, the complaint is initially given to the President or a Supervisor, the complaint shall be transmitted to the appropriate Chancellor to initiate the process.
2. The complaint shall contain specific incidents complained of with all particulars thereto. If documentation evidencing the alleged unreasonable competition is available, it shall be attached to the complaint.
3. The Chancellor or, for LSU, the President shall communicate with the person or persons filing the complaint and with the personnel against whom the complaint is made. If the complaint is resolved to the mutual satisfaction of the Chancellor or, for LSU, the President and the complainant, the Chancellor shall notify the President of the means and terms of the resolution. If the complaint cannot be resolved, within 45 days of receipt, to the mutual satisfaction of the Chancellor and complainant, the Chancellor shall submit the matter in the form of a report to the President. The 45-day period may be extended by mutual consent of the Chancellor, the President and the complainant.
4. In the event that the Chancellor is unable to resolve the matter, the President shall communicate with all parties. If the complaint is resolved to the mutual satisfaction of the President and the complainant, the President shall notify the Chancellor and the Board of the means and terms of the resolution. If the complaint is not resolved, within 30 days, to the mutual satisfaction of the President and the complainant, the President shall submit the complaint, the President's report, and the Chancellor's report, if any, to the appropriate committee of the Board. The 30-day period may be extended by mutual consent of the President and the complainant.
5. For any complaint submitted to the appropriate committee of the Board through the proper channels, the committee shall afford representatives of the complainant and the institution the opportunity for a public hearing in which they may present their complaints and explanations. The President shall officially notify all parties of said hearing at least 30 days in advance. The hearing shall be held within 60 days of the committee's receipt of the President's report.

6. At the conclusion of the hearing, if there is no need for further investigation, the appropriate committee of the Board shall make a determination as to the validity of the complaint. Each case shall be decided on its merits. The committee shall issue within 60 days after the hearing a report

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.







### 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 may l6(t)3.4thes hether at an institution, within an academic on, or in the University, as provided in section (b) above, program nces recommended by the institution and approved by the President Board of Supervisors. With respect to the implementation of such scontinuanes upon a declaration of financial exigency, decisions with or termination of any tenured faculty, non-tenured faculty, or other e end of their contract term must be approved by the Chancellor or, for e and the President, and the decisions are final upon approval of the ecisions by the Board of Supervisors is at its sole discretion.

gency  
minate 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

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-aid, on the one hand, and payments for contract research on the other, in which the direction taken by research is determined by the desires of outside persons or agencies.

#### **Section 4. Protection of Public Interest**

In general, all results of experimental work, including patentable discoveries, carried on by or under the direction of the faculty of the University belong to the University and to the public and shall be used and controlled to produce the greatest benefit to the public. If patentable discoveries grow out of the investigation and such discoveries have commercial value, the grantor shall receive preferential consideration as a prospective licensee with a view to compensating in part the grantor for the assis7(h(in-)4.4(a)-2.3(i)(4-

## 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 reading on such an invention or discovery. As a limited exception, the following shall not be considered an "**LSU Invention**": an invention or discovery that is wholly conceived and wholly first actually reduced to practice during activities that: **(1)** occur during the personal, off-duty time of all involved LSU Personnel; **and (2)** are not supported by funds under the control of the University; **and (3)** are not performed with the use of University facilities, equipment, or supplies; **and (4)** are unrelated to any current or past field or area of expertise, responsibility, or employment of any involved LSU Personnel.
- B. "**LSU Work**" shall mean any original work of authorship that is fixed in any tangible medium of expression, and that is created or produced during an activity that is supported by the University, in whole or in part. The term "**LSU Work**" shall also include any copyright or other legal rights derived from such a work. The support by the University may, for example, take the form of financial support, use of facilities, use of supplies, payment of salary, the consideration provided in a particular contract, or otherwise. "**LSU Work**" shall not, however, include any work deemed to be LSU Software.
- C. "**LSU Software**" shall mean any software created or developed, 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 the creation or development 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 Software**" shall also include any source code pertaining to such software; any copyright derived from such software; any patent application or issued patent containing at least one claim reading on such software, or having at least one claim reading on a process or apparatus incorporating such software; and any other legal rights derived from such software.
- D. "**LSU Digital Media**" is a collective term that encompasses all LSU Software, as well as some LSU Works. All LSU Software is considered "**LSU Digital Media.**" An LSU Work is considered "**LSU Digital Media**" if it is fixed in a tangible digital medium (including, by way of example, a magnetic

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**.” Some “**LSU Digital Media**” will be treated as LSU Works, and some “**LSU Digital Media**” will be treated as LSU Software, as provided in greater detail in Section 7-7(b).

- E. “**LSU Database**” shall mean a digital database that has commercial value, or that reasonably may be considered to have potential commercial value, regardless of whether the database is the subject

- 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 au



N. **"LSU Personnel"** shall mean all University Supervisors, Officers, Faculty, Staff, Research Associates, Postdoctoral Fellows, Instructors, Graduate Students, and other employees of the University, whether part-time or full-time. **"LSU Personnel"** shall include, for example: **(1)** faculty or other LSU Personnel who are on nine-month appointments, who shall be considered **"LSU Personnel"** throughout the calendar year for purposes of this Section 7 of the *Bylaws*, **(2)** visiting





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 the University shall be the sole owner of such equity. The University shall have no liability in the event the value of such equity changes before it is distributed to the inventors or authors.
2. All stock or other equity owned by the University as its portion of Distributable Royalties shall be managed and disposed of by the President, in consultation with the Chair and Chair-Elect. The President shall have the authority to perform all acts that a stockholder or other equity holder lawfully may perform under applicable law. The President or his designee shall regularly review all equity that the University has acquired as its portion of Distributable Royalties, to decide when it should be held and when it should be sold or otherwise transferred. The President is authorized to confer with one or more financial professionals in reaching these decisions, and to rely on the advice of such professionals in making these decisions. The President shall notify the affected campus(es) prior to selling stock or other equity, except where exigent circumstances prevent prior notice.
3. To avoid potential conflicts of interest, the appearance of conflicts of interest, and potential liability:
  - a. No LSU Personnel shall act as an officer, director, manager, or the like in any business entity in which the University acquires stock or other equity under this Section 7; except that where the pertinent contract granting the business entity rights in LSU Intellectual Property has been approved under the provisions of the University's Permanent Memorandum 67, the affected inventor(s) or author(s) may hold such managerial roles in the business entity in their personal capacities, but not as representatives of the University; and
  - b. The University shall not otherwise attempt to influence the management or operation of any such business entity in which the University owns equity. Exercising any voting rights associated with equity owned by the University shall not be considered to be prohibited by this subsection. In exceptional circumstances, the President, after consultation with the Board Chair and Chair-elect, may authorize a departure from this requirement; upon a written finding that doing so will be in the best interests of the University.

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

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 which funds expenses related to litigation or other means of dispute resolution related to LSU Intellectual Property first shall be entitled to recover double its legal and other associated expenses, before any other distribution of Litigation Proceeds. After such recovery of double expenses, any excess Litigation Proceeds shall be treated as Distributable Royalties and allocated accordingly.
3. If the University directly sells research materials (not including agricultural products) to third parties, in greater than nominal quantities and for more than a nominal charge; *and* if those research materials incorporate an LSU Invention (patented or unpatented) that is not in the public domain at the time (for example cell lines or laboratory animals that are not otherwise publicly available), *and* if the University therefore has no agreement with a third party as to royalties attributable to the LSU Invention; then in such a case the

with copies of each sublicense, and all subsequent amendments thereto, within a reasonable time period from date of execution of such documents.

- C. As a matter of policy, the University shall require each licensee of LSU Intellectual Property, and ordinarily each sublicensee, to obtain reasonable levels of liability insurance or to have adequately capitalized self-insurance, in an amount to be included in the license or other agreement and to be determined in view of the reasonably perceived risks presented by the particular technology being licensed. This insurance coverage shall commence no later than the date when the first commercial sale under the license is made, or the date of the first clinical trials of a human drug or medical device, whichever is earlier, and shall continue in effect until the expiration of all applicable periods of prescription or statutes of limitation. The University shall be named as an additional insured in each such insurance policy. On a case-by-case basis, after reviewing all pertinent facts, the requirement of liability insurance may be waived

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



University publishes the work itself; **or (ii)** if the University publishes or produces a derivative work based on that work, where the derivative work is an audio, video, or digital production or broadcast, including by way of example video recordings of lectures, other recordings of lectures, distance learning activities, or other course-related activities; **or (iii)** if the University is required to deliver the work to a third party under a research contract or other contract between the University

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,

## **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

## **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

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## **Section 7. Responsibility**

The scope of internal auditing encompasses, but is not limited to, the examination and evaluation of the adequacy and effectiveness of the organization's governance, risk management, and internal controls as well as the quality of performance in carrying out assigned responsibilities to achieve the University's stated goals and objectives. This includes:

- a. Evaluating risk exposure relating to achievement of the University's strategic objectives.
- b. Evaluating the reliability and integrity of information and the means used to identify, measure, classify, and report such information.
- c.

**Section 9. Reporting and Monitoring**

Internal Audit ensures that the results of audits and other services are properly communicated to the appropriate management or operating personnel in the form of written reports, consultation, advice, or any other means. The Chief Auditor will authorize the issuance of all internal audit reports. Written reports include, or will be followed by, management comments itemizing specific actions taken or planned to resolve the reported finding and to ensure that operational objectives are achieved. Management's response should include a timetable for anticipated completion of action to be taken and an explanation for any recommended corrective action that will not be implemented. Internal Audit will be responsible for appropriate follow-up on engagement findings and recommendations. All significant findings will remain in an open issues file until cleared.

The Chief Auditor shall report not less than quarterly to the Audit Committee and President and annually in writing to the entire Board on internal and external audit activities. Upon presentation to the President and acceptance by the Audit Committee, copies of the quarterly report will be provided to the Board.

**Section 10. Quality Assurance and Improvement Program**

Internal Audit will maintain a quality assurance and improvement program that covers all aspects of the internal audit activity. The program will include an evaluation of Internal Audit's conformance with the Definition of Internal Auditing and the Standards and an evaluation of whether internal auditors apply the Code of Ethics. The program also assesses the efficiency and effectiveness of the internal audit activity and identifies opportunities for improvement.

The Chief Auditor will communicate to the President and the Audit Committee on Internal Audit's quality assurance and improvement program, including results of ongoing internal assessments and external assessments conducted at least every five years.

## ARTICLE X. NAMING AND HONORIFICS

### Section 1. Authority

The Board retains the authority to honor individuals, groups, and organizations through an honorific naming. Any item not specifically governed in this Article shall be reserved for the discretion of the chancellor.

### Section 2. Naming of Units and Programs

Naming of colleges, departments, centers, institutes, major units, service centers, and other programs for a person, people, or organization shall be approved by the Board.

### Section 3. Naming of Facilities

The LSU Board of Supervisors is empowered to name facilities in honor of people, which is a practice common to higher education management boards throughout the United States. In accordance with La. R.S. 17:3351 Paragraph G, the Board may also name a facility in honor of a living person and may even condition that honorific on a donation.

**Intent.** It is the intent of the Board to create a general policy creating a process resulting in the consideration and naming of facilities and physical assets for people, living and deceased. Being that an asset may exist for nearly a century or the name may perpetuate for longer, it is also the intent of the Board to allow a deliberative process that allows for campuses to consider the merit of a nomination and purposeful thought given to such a long-term honorific.

#### A. Authority of the Board of Supervisors

1. The LSU Board of Supervisors reserves the right to review and approve the naming of University facilities and assets for living or deceased persons. A building or any portion of a building may be named after one or more living or deceased individuals to honor specific contributions made to the University, the campus, or the college in question.
2. Limitations
  - a. No facility or asset may be named for any current public official, elected official or candidate for elected office.
  - b. No facility or asset may be named for any current member of the LSU Board of Supervisors or any past member for a period of two years from service on the Board.
3. The Board may receive petitions for namings. Except in extenuating circumstances, the Board will request consultation from the campus chancellor under whose management the facility and/or asset is assigned. Petitions shall be sent to the Secretary of the Board for appropriate handling.

#### B. Campus Approval Process

1. Each campus shall establish a policy for naming of University facilities. Pursuant to that policy,



2. Where practicable, any facility named after one or more individuals shall be appropriately marked with a functional designation for easy recognition by the public.
3. Any campus naming policy or naming agreement shall include provisions for removal of the name in the event of moral, ethical, or legal improprieties. Removal of a name shall be done by Board resolution.
4. The providing of functional names in the absence of individual names continues to be left to the discretion of University administration.

C. Authority of the President

The President is authorized to establish policies and guidelines necessary for the promulgation of this policy.

## 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.