

LOUISIANA STATE UNIVERSITY B

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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.

ARTICLE I. FIDUCIARY RESPONSIBILITY

The Supervisors have a fiduciary responsibility to the people of the State to operate the University with moral, ethical, and financial prudence. The Board shall act in concert on matters of the University, in speaking for the University and itself, and in fulfilling their fiduciary responsibilities to protect the University communities.

ARTICLE II. OFFICERS

Communication. To promote the desire for unified action, the Chair, or their delegate, is the only one empowered to speak publicly about the sentiment of the Board when the Board is not acting on a matter.

Action. The Chair of the Board may not act unilaterally to decide on matters specifically provided in the Bylaws requiring action by the Board.

ARTICLE III. DUTIES OF COMMITTEES AND MEMBERS

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.
- D. Students who are eligible for a Taylor Opportunity Program for Students (TOPS) award may also be awarded a Board of Supervisors scholarship only in the event a TOPS Opportunity award does not cover the full cost of tuition in any given semester. If awarded, the Board of Supervisors Scholarship may only be used in conjunction with, not in lieu of, a TOPS award to cover the full cost of tuition.
- E. The Student Member of the Board of Supervisors, who is elected by the Council of Student Government Presidents, is encouraged to award at least one scholarship at each degree granting LSU campus.

Section 3. Application and Selection Procedures

- A. To apply for a Board of Supervisors Scholarship, students should complete the application form available through the LSU Board of Supervisors' website .
- B. Students must also submit a personal statement with the application form. Personal statements are essays no greater than 750 words. A successful personal statement should allow the scholarship donor to have an inside glimpse of the applicant's life experiences and accomplishments. The personal statement assists Supervisors in understanding the student's personal circumstances, core interests, skills and values.
- C. All completed application forms, including the personal statement, should be submitted via a process specified on the application or application portal through which all applications must be submitted. Once the application is submitted, the Board staff will work with the respective campus administration to verify information and eligibility.
- D. The Board staff shall publicly specify a preferred date for application submission, and the specified time shall be no less than 60 days prior than the start of the academic terms for which a scholarship is expected to be awarded.
- E. Supervisors are encouraged to work with the President and Chancellors in identifying qualified scholarship recipients.
- F. It shall be the responsibility of the Board staff to notify the appropriate Supervisor when students fail to meet the eligibility requirements of the scholarship program. It shall be the responsibility

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 scholarsc[8sc. Tece]TJ-0.0035 Tc 0.Tw 1.9 10 Td[sc

B. Ineligible Prohibited Recipients

The following persons and members of their immediate family are prohibited from receiving Scholarships

- a. Supervisors, unless specified otherwise in this policy.
- b. U.S. Senators
- c. U.S. Representatives
- d. Members of the Louisiana Legislature
- e. Statewide Elected Officials

Section 6. Student Board Member

The student Board member of the LSU Board of Supervisors is granted a Board Scholarship during the time they serve on the Board until completion of the program in which they were enrolled when they were elected to the Board of Supervisors.

If the student Supervisor does not utilize the scholarship during their term on the Board, they may be awarded a scholarship for one year for a subsequent program within two years of the completion of their service on the Board for a maximum of two years. Students must comply with all of the requirements of the Board of Supervisors scholarship policy in order to earn and maintain the scholarship.

Section 7. Terms

Undergraduate students may receive a Board Scholarship for a maximum of eight regular semesters and four summer terms.

Professional and graduate students may receive a Board Scholarship for the number of academic years that are considered normal academic progress toward receiving a degree.

Section 8. Value and Program Limitations

The value of the Board Scholarship shall be equal to tuition only and shall not be inclusive of University fees, as fixed by the Board, for undergraduate and graduate students, unless the exemption is applied to non-resident fees as specified by the awarding Supervisor. The student shall be required to pay all other required fees, unless otherwise exempted by the respective campus.

Students who are eligible for a TOPS award may also be awarded a Board of Supervisors scholarship only in the event a TOPS award does not cover the full cost of tuition in any given semester. If awarded, the Board of Supervisors Scholarship may only be used in conjunction with, not in lieu of, a TOPS award to cover the full cost of tuition.

For the professional schools (Law, Medicine, Doctor of Nursing Practice, Physician Assistant, Doctor of

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

The Board staff will provide a certification of award once the verification of eligibility is completed. Ideally, that should occur within 14 days from notification of Supervisors' indication to award to a student. The award letter is the official notice to the student an

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 call of the President as chair or of the Chancellor of the campus or, for LSU, the President's designee, as vice-chair, or upon the written

D. The Departmental Faculty³

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

ARTICLE II. APPOINTMENTS, PROMOTIONS, AND TENURE

Section 1. Classification of Employees, General

Employees of the University are grouped as follows:

A. Nonstudent Employees

1. Academic Employees

- a. **Faculty.** Full-time members of the academic staff on the various campuses with the rank of Instructor or above and equivalent ranks.
- b. **Other Academic.** Part-time members of the academic staff; members of the academic staff below the rank of Instructor or equivalent; and other personnel with academic responsibilities not holding faculty rank.

2. Nonacademic Employees

a. Unclassified

- i. Administrative officers and professional staff, and positions specifically exempt from the classified service under Article X of the **Constitution** of the State of Louisiana.
- ii. Other positions exempt from the classified service by special action of the State of Louisiana, Department of Civil Service.

- b. **Classified.** All employees in positions covered by the provisions of the Civil Service System of the State of Louisiana.

B. Student Employees

1. **Graduate Assistants.** Full-time graduate students who are employed part-time for services supportive of the graduate education experience.
2. **Students.** Those half-time undergraduate, graduate, and professional students who are

B.

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 required to fulfill the Board's fiduciary and oversight responsibilities.

D. Submission of Actions for Approval by the Board or President

Any submission for approval by the Board or President shall be made in accordance with the deadlines established in the LSU Board of Supervisors Bylaws. All such submissions shall include the following information:

1. All sources of compensation;
2. The nature of the appointment;
3. All proposed letters of employment, contracts of employment, or other written employment agreements pertaining to compensation or benefits; and
4. Any additional information required by the President.

E. Miscellaneous

1. For purposes of this policy and the Personnel Action Approval Policy, "compensation" includes all income covered on any check issued (or electronic transmittal) by the University for any compensation purposes as well as all income from other sources, including affiliated foundations, paid as compensation for work done on behalf of the University or pursuant to the employment agreement with the University. This includes any income paid pursuant to any faculty group practice plan or program. It does not include royalty, licensing, or other payments made pursuant to the University's intellectual property policies.
2. Nothing herein shall be construed to alter, amend, or in any way affect PM-11 or the policies and procedures set forth therein, which are required by La. R.S. 42:1123(9)(b).
3. In the event of any conflict between the provisions of this Section 2-5.1 and any other provisions of the *Regulations*

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
Boyd Professor Designated Professorships(3) Professor	Professor, part-time(6) Adjunct Professor(7) Consulting Professor(8)	Librarian Curator	Professor	Communications Specialist (12)

Associate Professor

Associate Professor,

Assistant Professor

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(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

(8) On the recommendation of appropri

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 considered for indeterminate tenure; provided, however, Associates and Instructors hired for an initial term greater than two years may be terminated at the end of the first year if given notice during the first nine months of that year. Otherwise, the provisions of Section 2-7(1)-(4) shall apply.

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

Members of the part-time academic staff on the various campuses shall be given term appointments only, not exceeding one academic or fiscal year.

Section 9. Terms of Employment - Academic Staff, General

The foregoing provisions shall not be construed to exclude existing contracts between the University and academic staff on mutually acceptable terms.

Section 10. Basis of Pay

University employees may be employees for the academic year, fiscal year, summer term, or other

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.

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." The nomination shall be addressed to a review committee of the campus on which the nomination is made. The nomination shall be addressed to a review committee of the campus on which the nomination is made. The nomination shall be addressed to a review committee of the campus on which the nomination is made.

professorial status. The nomination shall be addressed to a review committee of the campus on which the nomination is made. The nomination shall be addressed to a review committee of the campus on which the nomination is made. The nomination shall be addressed to a review committee of the campus on which the nomination is made.

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 shall be stated, and report of the accomplishments under each leave granted shall be made promptly upon return from sabbatical leave. Sabbatical leave shall normally be approved for the purpose of seeking a higher degree only under unusual circumstances. Persons employed on a 12-month basis may be granted 12 months' leave with one-half pay or six months' leave with full pay. Persons employed on nine-month

Section 3. Annual Leave and Sick Leave

A. Annual Leave

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

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 presentation to the appropriate state agencies.

Following passage of the appropriation acts by the Legislature and approval by the Governor, the President shall submit a revised budgetary plan to the Board for approval, recommending those changes which are occasioned by legislative action.

After approval of such budgetary plan by the Board, a detailed budget shall be prepared in accordance therewith and distributed to the Board. The execution of the detailed budget shall be exercised by the President through the Chancellor concerned or, for LSU, by the President or the President's designee.

Section 2. Internal Budgetary Control

General policies for internal budgetary controls shall be established by the President. No obligation shall be entered into except on the authority of a general or specific budget approved by the Board. All appropriations shall lapse at the end of the fiscal year, June 30, unless otherwise especially provided by State statutes and/or the Board.

Adjustments within an approved budget entailing transfers between the principal categories (e.g., personal services, supplies and expenses, travel, and capital outlay; between income accounts only) of departmental budgets shall be made in accordance with policies established by the President. Budget adjustments entailing an overall increase or decrease in the total of the general University budgets and allocations from or additions to general University reserve accounts (restricted fund accounts, revolving funds, or gifts and grants-in-aid excepted) shall be made only on the authority of the President. All budget adjustments of restricted fund accounts, revolving funds, and gifts and grants-in-aid shall be in accordance with general policies established by the President.⁵

Section 3. Execution of University Contracts

All University contracts shall be executed as follows:

- A. Contracts involving the purchase or sale of land, mineral rights, and other immovables; those involving significant University policy; and major construction contracts shall be signed by the President only after approval of the Board or a specifically designated committee thereof.

⁵A summary of all budget adjustments, except those relating to restricted fund accounts, increasing or decreasing expenditure authorizations by allocation from or to the University Reserve accounts, or by changes in income accounts, affecting overall budgetary totals, shall be completely and regularly reported to the Board.

- 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 o[(Fedmad)6.5 -8.5 (c)-n6.6 (a)4.4s.48 0(al)4 (1TJ0.0e)-2.2 (l)-1er

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(e Lo)8.2 (ui)4.8 (s)7.E1 -1.43(U(e Lo)luBTeor)2 oun116.4 (S)5 T ph5 (artmen)7.4 (eomp

- 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.

Section 13. General

Student religious centers located on a campus of the University may be furnished heat, electricity, water, and gas, all at the expense of the campus, when they can conveniently be supplied by the campus utility distribution systems. This policy shall not apply to utilities required for air-conditioning and similar services.

Fraternity and sorority houses located on a campus may be furnished heat, light, water, and gas at cost by the campus, and when minor repair work is performed, it shall be furnished at cost.

Self-supporting auxiliary enterprises (designated as Restricted Fund Accounts) shall be charged with the cost of all utilities, equipment, repairs, and alterations to buildings incident to their operations.

Section 14. Financial Exigency

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.

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

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

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 assistance rendered in the investigations.

Grants may be received on the condition that rights to patentable discoveries will be in the name of grantor but only when the acceptance of the gift has advantages to the University and to the people of the State of Louisiana which outweigh the rights thus relinquished.

Section 5. Use of Name of the University

In no event shall gifts and grants be received with the understanding that the name of the University or any of its components may be used in any advertisement without the express written permission of the University.

Section 6. Use of University Facilities for P (Unifr)(ft)4..1 (iv)s526 -1ss)7.3 (s52Ga(ti)4.8ny.

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

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

- 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-author who is not also directly involved in the teaching or instruction of a regularly scheduled course for credit at the University using those materials.
- J. **"Distributable Royalties"** shall mean any consideration, whether in the form of money, corporate stock or other equity in a business organization, or any other thing of value, actually received by and in the control of the University.

J.

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 faculty, and (3) adjunct faculty, emeritus faculty, and University undergraduate and professional students employed by the University when those persons act within the course and scope of their employment by the University. "LSU Personnel" shall not include adjunct faculty and University undergraduate and professional students when those individuals are not acting as employees of the University.

Section 3. Ownership and Management of LSU Intellectual Property

A. Right to Own and Manage LSU Intellectual Property

1. The University holds all right, title, and interest to all LSU Intellectual Property in all countries. LSU Personnel shall execute any formal assignments to the University of all

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- 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 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 ot

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 Distributable Royalties are attributable to one or more Plant Patents or Plant Variety Protection Certificates.
4. Further provided, that upon the written request of any inventor or author, all or part of that inventor's or author's share of Distributable Royalties may be (1) retained by the University to support research under the direction of that inventor or author, or (2) paid to any other LSU Personnel who made a non-inventive contribution to the LSU Intellectual Property, according to a written agreement. Assessing and managing any personal tax implications of any such requests shall be the sole responsibility of the inventor or author.
5. In recognition of the administrative costs that are associated with distributing small Distributable Royalty payments, the following procedures shall be used where applicable. At any time when the cumulative amount of royalties for a particular inventor or author exceeds \$10,000, the University shall pay the inventor or author the amount of royalties due to them within thirty days of receipt by the University.

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,

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. Distributions Involving Multiple Parties

1. Distribution to Multiple Inventors or Authors. When more than one inventor or author is entitled to share in Distributable Royalties, the inventors or authors as a group shall receive the forty percent of Distributable Royalties specified above, and the allocation of Distributable Royalties among those individuals will be determined as follows. That inventor's share of Distributable Royalties shall be distributed equally among the inventors or authors unless either: **(i)** all affected inventors or authors unanimously agree in writing on a different distribution, **or (ii)** if the affected inventors or authors are unable to reach unanimous agreement on a different distribution, then in proportions and under procedures established by the President based upon the merits of the individual case. This allocation by the President shall be final and unappealable.
2. Distribution to Multiple Entities. Where more than one entity is entitled to share in Distributable Royalties, the allocation of Distributable Royalties will be determined as follows:
 - a. By contract, negotiation, litigation or otherwise, the University and any party not

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,

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 where the University assigns all rights in LSU Intellectual Property to another party, with the University retaining no residual rights or residual share of royalties; except that in such a case the University may retain a nonexclusive right to practice the assigned intellectual property right for experimental, educational, or noncommercial purposes.
- D. As a matter of policy, the University shall require that each licensee and assignee, and ordinarily each sublicensee, of LSU Intellectual Property shall indemnify the University against claims and lawsuits arising as a result of activities related to the licensed or assigned intellectual property, whether the claim or lawsuit arises under tort law, products liability law, intellectual property law, or otherwise, the indemnity to include reasonable costs of litigation and attorneys' fees.
- E. As a matter of policy, the University does not ordinarily permit brokerage of LSU Intellectual Property. Rather, the University expects its licensees to be directly active in developing and commercializing licensed LSU Intellectual Property. Exceptions to this policy will be permitted only upon the written authorization of the Chancellor or, for LSU, the President or his designee upon a written finding that exceptional circumstances exist such that brokerage of a particular LSU Intellectual Property is in the University's best interests.
- F. In circumstances where the University assigns or waives certain intellectual property rights in favor of the authors or inventors, whether under Section 7-3(a)(4), Section 7-7.a, or otherwise, then, unless there is an authorized written agreement by the University that expressly provides otherwise, in each such case the assignment or waiver shall be without representation or warranty from the University of any kind, including no warranty or representation as to validity; scope; enforceability; inventorship; authorship; title; or absence of infringement of third party patents, copyrights, trademarks, or other third party rights. As examples: **(1)** In such a case it shall be an author's sole responsibility to obtain any necessary copyright clearances from third parties; and **(2)** In such a case it shall be an inventor's sole responsibility to obtain any necessary patent licenses from third parties. Furthermore, authors and inventors in such cases are cautioned that the waiver or assignment of such intellectual property rights by the University does not include the right to use any LSU Mark.
- G. Except as otherwise expressly provided herein, any substantial deviation from the general policy requirements set forth in this Section 7-5 must be approved by the President, upon a written recommendation from the Chancellor which documents that the deviation is in the best interests of the University and is adequate to protect the University's interests.

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

Except as otherwise provided in the Bylaws, and notwithstanding any other provisions of these Regulations, all purchases, sales, transfers, assignments, or licenses (collectively, "Commercialization") of LSU Intellectual Property made by any campus or institution of the University shall be conducted in accordance with the following uniform process.

A. Presidential Approval of License Agreements

License agreements shall require approval and execution by the President, which authority may be further delegated at the discretion of the President, pursuant to Article VII, Section 8.B.2 of the Bylaws, as is deemed to be in the best interests of the University.

B. Standard Forms, Reporting, and Procedures

1. Standard templates for the commercialization of LSU Intellectual Property have been developed and may continue to be developed and refined through use. Each campus or institution shall use these templates in all transactions related to the commercialization of LSU Intellectual Property and shall justify deviations from the template as necessary.
2. Actions related to the Commercialization of LSU Intellectual Property shall be reported to the President and the Board, in a format, on a timeframe, and with information prescribed by the President after consultation with the Board. Such reporting requirements may be fulfilled by any such entity as is designated to manage that activity.
3. All license agreements submitted by a campus for approval and execution by the President or his designee shall be accompanied by a certification from appropriate campus officials and a checklist which provides:
 - a. a description of any potential conflicts of interest and a certification that all applicable disclosure forms required by any University policy have been executed, or a certification that no such potential conflicts are known to exist; and
 - b. a description of the due diligence performed to evaluate the commercial potential of the LSU Intellectual Property which is the subject of the proposed agreement; and
 - c. a description of the due diligence activities performed to evaluate the proposed licensee; and
 - d. a description of any significant deviations from the standard template agreements and justification for such changes.

Section 7. LSU Works, LSU Software, LSU Databases, LSU Digital Media, and Course Materials

The various provisions of Sections 7-3 through 7-6 shall apply to LSU Works, LSU Software, LSU Databases, auE50ta.6 (a4 (ch c(i)4.6d[(a)-7rt) DC /0593sCID 2t3sCI5 (ah c(i)4.ody)6.-2.5 (e 7.5 (a,a.6 (aah c(i)4.th c(i)4.on, [(a)-7rhs o) (in

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 and the third party. This release of certain rights to the author(s) does not apply to LSU Software or to LSU Databases. The University reserves a nonexclusive, paid-up, royalty-free right to

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

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 Risk Management 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 control processes.

Section 2. Role

Management of each of the University's component institutions has the responsibility to ensure that assets are properly safeguarded, 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

- § Make 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 Risk Management Committee. The Chair of the Risk Management Committee may conduct meetings, including meetings in executive session and between Board meetin

parties. Likewise, any interference and related implications in determining the scope of auditing, performing work, and/or

audit plan will be communicated to the President and the Risk Management Committee through periodic activity reports.

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

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 the Lc.

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**