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ARTICLE I . ACADEMIC AND ADMINISTRATIVE ORGANIZATION

Section 1. Order of Communications and Reports

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

Section 2. Academic Organizational Units

A. The Faculty of the University

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

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 IRU / 68 WKH 3 UHVLGH designee, as vice-chair, or upon the written request of 50 members or 20 percent of the membership, whichever is the smaller number. At least five days notice of meeting shall be given. It shall be the prerogative of the President to preside; otherwise, the Chancellor of the campus RU IRU / 68 WKH 3 UHVLGH shall preside.
5. Quorum. Not less than 25 percent of the membership of the faculty or Faculty t5tiv50 the P.5-R Ure) em54-103.006 (t-53.7m9-)-80.992 96 (ltj520055>3.c 5IB0048itivo8002 (,)-1.99-(

3. Meetings. The Chair or head of the department shall call a meeting of the departmental faculty when it seems advisable to do so.

E. The Graduate Faculty Meeting 401.74 62101 O U (f) 3.998 (a)-5 (cu)-2.996 (It)-

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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.

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 the Chancellor of the campus, for LSU, the President or his designee. "Reasonable notice" shall be interpreted to mean written notice given at the time the action is instituted by the employee's immediate supervisor and effective after a period of time equivalent in days to the usual payroll period of the employee.

Section 4. Personnel Actions, Academic Staff

In all personnel actions related to academic staff the principle of academic freedom shall be recognized. See LSU Board of Supervisors Bylaws

All personnel actions relating to faculty and other members of the academic staff shall be initiated in accordance with the Personnel Action Approval Policy. Actions shall be taken after appropriate consultation with the faculty.

Section 5. Personnel Actions Requiring Board Approval

Except as otherwise provided in the Bylaws, and notwithstanding any other provisions of the Bylaws, all personnel actions made by any campus or institution of the University shall be made in accordance with the following provisions and the Personnel Action Approval Policy established by the President.

A. Personnel Actions Requiring Board Approval

The following personnel actions shall require approval by the Board of Supervisors:

1. Appointments and all other personnel actions relating to the President, Head Coaches and Athletic Directors.
2. Appointments and all other personnel actions relating to Coaches other than Head Coaches

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

Section 6. Academic Ranks

The following academic ranks shall be recognized.

Instructional and Research Ranks-full-time (1,2,4)	Instructional and Research Ranks - Part-time(5)	Library/Museum(10) Ranks - Full-time	Cooperative Extension Service	AgCenter Communications
Boyd Professor Designated Professorships(3) Professor	Professor, parttime(6) Adjunct Professor(7) Consulting Professor(8)	Librarian Curator	Professor	Communications Specialist (12)
Associate Professor	Associate Professor, Part-time(6) Adjunct Associate Professor(7)	Associate Librarian Associate Curator	Associate Professor Agent (4)	Associate Communications Specialist (12)
Assistant Professor	Assistant Professor, Part-time(6) Adjunct Assistant Professor(7)	Assistant Librarian Assistant Curator	Assistant Professor Associate Agent (4)	Assistant Communications Specialist (12)
Instructor	Instructor, Part-time(6)	General Librarian	Instructor Assistant Agent(4)	
Associate	Associate, Part-time(6)	Library Associate	Extension Associate	
Assistant	Assistant, Part-time(6)			
	Cooperating Teacher(9)			
	Special Lecturer(5)			

FOOTNOTES:

(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 on leave from another institution but who meet the standards for the rank specified and who are hired for a limited period.

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

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

(4) Full-time faculty whose primary responsibility is conducting research and who normally are paid from grant or contract funds are to be appointed as Assistant Professor Professional Practice/ITTC 9.48 Professor 627.22

(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 Communications Department faculty who perform professional level research, education, and outreach responsibilities which are an integral part of the research and outreach programs of the LSU AgCenter.

Section 7. Tenured and Term Appointment, Academic Staff

Faculty Ranks Faculty members and other members of the academic staff of comparable rank, including librarians, may be appointed for a specific term ("term appointment") or indefinitely ("tenured appointment") depending on rank and experience. Appointment or tenure on one campus of the University carries no implication of appointment or tenure on another campus. Academic employees are tenured only with respect to their academic ranks and not with respect to administrative titles or assignments.

Tenure is not a guarantee of lifetime employment, particularly in the face of institutional change or financial exigency. It does assure that the employee will not be dismissed without adequate justification and without due process.

Term employees are appointed for specified periods of time as indicated on the appointment form.

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 position (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 receive 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(1)(4) shall apply.

Exceptions The rules pertaining to tenure and term appointments are subject to the following exceptions:

Section 10. Basis of Pay

University employees may be employees for the academic year, fiscal year, summer term, or other stipulated terms. Employees shall be paid in accordance with procedures established for their employment.

Section 11. Regular Appointment

An employee on "regular appointment" or one deemed to be "regular" is defined as (1) an employee whose appointment is for a period of more than 180 calendar days, or (2) one who has been employed for more than 180 consecutive calendar days by successive uninterrupted appointment.

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

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 at the professorial rank awarded by the University. No Professor holding an administrative position of the University shall be eligible.

B. Procedure for Nomination

Nominations shall be made by deans or directors of schools (in the case of split appointments) or a director of a school, which is not a college, in which a nominee holds professorial status. The nomination shall be addressed to a review committee through the Chancellor of the campus on which the nominee is a faculty member or, for faculty members of LSU, through the President or his or her designee. The nomination by deans or directors shall be reviewed by a committee comprised of the chief academic officer of the University who shall serve as chair, two emeriti Boyd Professors, and three current Boyd Professors appointed by the President from throughout the University.

ARTICLE III. LEAVES

Section 1. Sabbatical Leave

Full-time academic employees [Sec.12(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 improve 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 a nine-month basis may be granted nine months' leave with one-half pay or four and one-half months' leave with full pay. Approval of sabbatical leaves shall be in accordance with the Personnel Action Approval Policy. A member of the academic staff who is granted sabbatical leave shall be required to return to his University duties for at least a year before accepting employment elsewhere. A condition for granting of a sabbatical leave is the potential benefit the University will receive as a result of the sabbatical.

Under unusual circumstances, persons may accept employment during sabbatical leave if such employment is approved in advance by the UHVLGHQW XSRQ UHFRPPHQGDWLRQ RI WKH & KDQFHOO designees supportive of the purposes of the leave.

Section 2. Leave to Obtain Advanced Degree

Members of the instructional, research, and extension staff on full-time regular academic appointment, who have completed two consecutive years of service at the rank of Instructor (or equivalent) or above, may petition for a leave of absence with part pay for not more than one year of study which will culminate in the receipt of an advanced degree. Such petition shall set forth the course of study to be pursued, the institution to be attended, an account of the petitioner's prospect for securing an advanced degree, and such other information as may be required. Approval shall be granted only after it has been determined that the interests of the University will be best served by granting such leave and that the petitioner will return to his University duties for at least two years before accepting employment elsewhere.

C. Academic and Unclassified Employees

Regular full-time and part-time members of the academic staff on fis(on)-209.48 Tr9.41 (d)2.996 (-)-204

ARTICLE IV . INSURANCE AND RETIREMENT

Section 1. Group Insurance Program

University employees, including retirees may participate in the State of Louisiana Employees Uniform Group Insurance Program 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

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 years may be retired with the title Dean, Director, or Department Head Emeritus. Where applicable (a)-5112.996 (-7)

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Section 13. Financial Exigency

Anything in the Regulations of the Board of Supervisors to the contrary notwithstanding, if the Board of Supervisors finds that a condition of Financial Exigency exists at an institution, within an academic or other unit of an institution, or in the university generally, then the furlough, layoff, or termination of tenured faculty, non tenured faculty or other contract employees before the end of their contract term will be handled in accordance with the Financial Exigency policy set forth below. As used herein, the term "unit" means any identifiable component of the university at any level of its organization which has an annual budget for the operation of such component.

A. Definition of Financial Exigency

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

B. Board of Supervisors Action

The Board of Supervisors, in the exercise of fiscal responsibility, may decide to declare financial exigency with respect to the university as a whole, to one or more institutions of the university, or to any unit or program within an institution. Reasonable efforts shall be made to insure that students affected will be allowed to complete their programs, within the limits of budgetary restraints, at the

Faculty and other employees under contract who are furloughed, laid off, or terminated before the end

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 s.

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 are not to be used for the private in-terest of any individual.

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. 7 K H L Q Y H Q W R U W K H L Q Y H Q W R U J . M Q W F S U . V W F D P S W V D J O G Q W S U H V W L J H D Q G L C benefits, from commercializing an invention or discovery. Such commercialization is consistent with, and complementary to, W K H 8 Q L Y a t a b l e i n v i s i o n ; through such activities, the University provides new benefits to the public and enhances economic development.

Section 2. Definitions

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the University such as salaries, administrative overhead, building rent, equipment purchases, and similar expenses;

2. Any consideration deemed a Research Grant or deemed as ~~limited~~ Proceeds, as defined herein; and
3. Any amounts ~~6 Td ()TJT E W* n BT /TT2 9.48.004 (a)6.0d~~

4. If the University elects not to manage, license, patent, register, sell, or otherwise dispose of any item of LSU Intellectual Property, then on written request from the affected inventor(s) or author(s), in ~~W K H 8 Q L Y 8 Q L Y 8 Q L Y~~ ~~discretion~~, the University may, with any required concurrence from a research sponsor, by written agreement with the respective inventor(s) or author(s), relinquish and assign that item to the inventor(s) or author(s), subject to such conditions as the parties find mutually agreeable and to such conditions as may be required by a research sponsor.
- 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 Bayh-Dole Act (PL 95-17) 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 LSUf 479.5 54(p)-6.0(s)6.002 (42.92 (niv)-3.998)-2.004 (b) /TT2 9.48 Q /P <</MCID

Section 4. Allocation of Distributable Royalties

A. Distribution to Inventor or Author

1. Forty percent (40%) of all Distributable Royalties as defined in Section 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) 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 any time when the cumulative total undistributed Distributable Royalty payments received on account of a particular license of LSU Intellectual Property in a given fiscal year is less than \$250 the Distributable Royalties for that license shall not be distributed as otherwise provided, but shall instead be held by the University until the end of the current fiscal year or any time during that fiscal year. If the cumulative total undistributed Distributable Royalty payments received on account of a particular license of LSU Intellectual Property in a given fiscal year is \$250 or more, the Distributable Royalties shall at that time be distributed as otherwise provided herein.

C. Distribution and Management of Equity

1. Corporate stock or other equity shares within Distributable Royalties ~~which~~ ~~is~~ ~~the~~
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inventors as soon as reasonably practicable ~~if~~ ~~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~~.
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 s8sn(ona)7.996 (b)-2.996 (ly)20.992 (p)-5.992 (ra)-3/M.998 (s)-nar aly a

Section 5. General Requirements for Licenses and Other Agreements

- A. As a matter of policy, the University will not license or otherwise encumber rights in future LSU Intellectual Property whose conception is not complete as of the date the license or other encumbrance is executed; except for the strictly limited rights that may be granted to a sponsor of funded research respecting inventions resulting from the funded research, as provided in greater detail in Section 7 3(c)(2).
- B. As a matter of policy, the University shall require that each licensee of rights in LSU Intellectual Property may not assign or transfer the licensed rights without the express written approval, which the University may agree, in its sole discretion, not to unreasonably withhold. Further, the University shall require that a licensee may license the licensed rights in LSU Intellectual Property only if (i) the sublicense agreement includes express provisions requiring the sublicensee to abide by the terms of the license with the University and the licensee, (ii) the sublicense agreement specifies that no sublicensee shall issue any further sublicenses without the express written consent of the University and (iii) the licensee agrees to provide the University 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 when 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 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 assigned, or 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 LQGHPQLW\ WR LQFOXGH UH D V R Q D E O H F R V W V R I O L W L J D W L R Q D Q G D V
- 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, 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 8 Q L Y H U V L W \ . V E H V W L Q W H U H V W
- F. In circumstances when the University assigns or waives certain intellectual property rights in favor of the authors or inventors, whether under Section 7(a)(4), Section 77a, or otherwise, then, unless there is an authorized written agreement by the University

- G. Except as otherwise expressly provided herein, any substantial deviation from the general policy requirements set forth in this Section 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 of the Pacific

Except as otherwise provided in the Bylaws, and notwithstanding any provisions of these Regulations, all 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, who

