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# REGULATIONS



BOARD OF SUPERVISORS

LOUISIANA STATE UNIVERSITY

Effective October 4, 2018

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# REGULATIONS OF THE BOARD OF SUPERVISORS

## ARTICLE I. ACADEMIC AND ADMINISTRATIVE ORGANIZATION

### Section 1. Order of Communications and Reports

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

### Section 2. Academic Organizational Units

#### A. The Faculty of the University

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

#### B. The Faculties of the Several Campuses

1. **Membership.** Full-time members of the academic staff having the rank of Instructor or higher (or equivalent ranks<sup>1</sup>) shall constitute the faculty of the campus on which they are appointed. The faculty may organize itself into a Faculty Council which shall include all full-time members of the faculty and members of the Administrative Council (see sec. 1-3.1). As a class, part-time members of the academic staff having the rank of Instructor or higher (or equivalent ranks) may be enfranchised to the degree deemed appropriate by the faculties of the several campuses. Members of the Administrative Council, not holding academic rank, shall be non-voting members of the Faculty Council.
2. **Duties.** The faculty or Faculty Council<sup>2</sup> shall establish curricula, fix standards of instruction, determine requirements for degrees, and generally determine educational policy, subject to the authority of the Board. Except as otherwise provided, each faculty shall establish its own educational policies. It shall, within the framework of the educational policy of the University, have legislative power over all matters pertaining to its own meetings and may delegate its own authority to an elected Senate and/or to standing committees, whose authority shall be limited to matters which are proper to the faculty and which have been specifically delegated by the faculty. It shall make recommendations for the granting of degrees through its respective colleges or schools not within a college.

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<sup>1</sup>See Section 2-6.

<sup>2</sup>The terms "faculty" and "Faculty Council" are used interchangeably in this Section (2).

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 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 or, for LSU, the President's designee, will preside.
5. **Quorum.** Not less than 25 percent of the membership of the faculty or Faculty Council shall be necessary to constitute a quorum, provided, however, that any faculty or Faculty Council (at a meeting at which a quorum of 25 percent of the members is present) may, by majority vote, establish a higher percentage of the membership as a quorum for future meetings.

#### **C. The Faculties of Colleges and Schools**

1. **Membership.** The faculty of each college or school not within a college, except the Graduate School, shall consist of all members of the academic staff having the rank of Instructor or higher (or equivalent rank) who are appointed full-time and a part of or all of whose current work is in that particular college or school. As a class, part-time members of the academic staff having the rank of Instructor or higher (or equivalent rank) may be enfranchised to the degree deemed appropriate by the faculty of the college.
2. **Duties.** The faculty of each college or school not within a college shall define and recommend degree programs for units under its jurisdiction. The faculty shall recommend candidates for degrees to be awarded by the college or school not within a college.
3. **Meetings.** The dean of each college and the dean or director of each school not within a college shall call a faculty meeting when it seems advisable to do so, provided there be at least one meeting during each semester and summer term. The dean or director shall be required to call a faculty meeting upon the written request of one-fourth of the members of the faculty. At the time the faculty members are notified of a meeting, the Chancellor of the campus or, for LSU, the President and the chief academic officer shall receive the same notification.
4. **Quorum.** Not less than 25 percent of the membership of the faculty of a college or school not within a college shall be necessary to constitute a quorum, provided, however, that such faculty (at a meeting at which a quorum of 25 percent of the members of such faculty is present) may, by majority vote, establish a higher percentage of the membership as a quorum for future meetings.

#### **D. D. The Departmental Faculty<sup>3</sup>**

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

#### **E. The Graduate Faculty**

1. **University Graduate Division Faculty.** The Graduate Faculty of the University shall consist of the graduate faculties of the several campuses. Election to the graduate faculty of one campus shall automatically mean election to the University Graduate Division Faculty.

The principal officer of the Graduate Faculty of the University shall be the chief academic officer of the University, who shall preside over the Executive Graduate Council (Sec.1-2.6) as its chair.

2. **Individual Campus Graduate Faculty.** The Graduate Faculty on each campus shall consist of those members of the teaching, research, and extension faculties who have been so designated by the Chancellor upon the recommendation of the Graduate Council (Sec. 1-2.7) acting upon appropriate nominations. Such designation shall provide for classification of the Graduate Faculty as members or associate members according to their qualifications and experience.
3. **Voting Powers.** Voting power at faculty meetings is vested in the members on matters of educational policy, and in the members and associate members in recommending candidates for degrees.

#### **F. Council of Chief Academic Officers**

The Council shall consist of the chief academic officer of the University, who shall serve as chair, and the chief academic officer of each major subdivision of the University. The Council shall act in an advisory capacity to the President in matters relating to academic standards, programs, and policies of the University.

#### **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.

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<sup>3</sup>Including faculties of schools within colleges.

3. An appointed member of the graduate faculty from each campus of the University offering resident graduate work. These appointees shall be recommended to the President for appointment by the Chancellor of each campus or, for LSU, the President's designee after consultation with the chair of the Executive Graduate Council, in order to avoid a concentration of representation from any general subject area.
4. A single member, representing those campuses not offering graduate work, appointed by the President.
5. A single member-at-large of the Graduate faculty to be appointed from any campus of the University by the President.

The member-at-large shall be appointed for two years and the members from individual campuses shall be appointed for staggered terms of three years.

The Executive Graduate Council shall coordinate all graduate work and approve new programs and degrees recommended by the several chancellors and their graduate councils for transmittal to the President for review before presentation to the Board.

#### **H. The Campus Graduate Council**

1. **Establishment.** Each campus offering graduate work shall have a Graduate Council, which shall advise the Dean of the Graduate School in the administration of the academic affairs and policies of the Graduate School. Each campus shall formulate a policy regarding the operation of the Graduate Council, including membership, length of terms, and functions.
2. **Approval.** Each campus shall submit its policy and any subsequent amendments concerning the Graduate Council to the President for review and approval. Until such campus policies are approved, the existing provisions shall control.

### **Section 3. Administrative Units**

#### **A. The Administrative Council**

1. **Membership.** The Administrative Council shall be composed of the principal administrative officers of a campus (as designated by the Chancellors or, for LSU, the President); three members of the faculty of tenured rank elected annually for one-year terms by the faculty or a delegated body thereof; and such other persons as may be specifically designated by the Chancellor or, for LSU, the President.
2. **Duties.** The Administrative Council shall advise the Chancellor or, for LSU, the President in the administration of the affairs of that campus.
3. **Officers.** The Chancellor or, for LSU, the President or his designee shall be the chair of the Administrative Council on his campus, and shall appoint a secretary who shall keep minutes of all meetings and shall maintain a roll of the members of the Administrative Council.
4. **Time of Meeting.** The Administrative Council of each campus shall meet at the call of the Chancellor or, for LSU, the President or his designee. The President may, at his discretion, call 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

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 full-time undergraduate, graduate, and professional students who are employed on a part-time basis on the various campuses of the University and not classified as graduate assistants.
3. **Interns, Residents.** These and other such students employed in programs designed to fulfill professional and specialty requirements.

### Section 2. Personnel Actions

The President shall establish a Personnel Action Approval Policy which shall establish the requirements for approval of all personnel actions except those reserved for Board approval under the LSU Board of Supervisors Bylaws.

### Section 3. Terms of Employment, Nonacademic Staff

#### A. Classified Personnel

Classified personnel hold their positions according to the terms of their appointment under the provisions of the Civil Service System of Louisiana and the classified procedures of the University.



## **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 or, 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 the 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 these *Regulations*, 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 with a salary of \$250,000 or above.
3. Appointments, salary increases greater than 15%, salary decreases, and terminations for Chancellors and for University Officers.
4. Upon approval by the President of a Personnel Action Approval Policy, and in conformance with such policy, the President shall have authority to approve all other actions and to delegate approval to the chancellors or their designees.
5. Except as specifically provided in the Personnel Action Approval Policy established by the President, Board approval is not required for personnel actions which are governed by the laws and rules promulgated by the Department of State Civil Service affecting the Classified Service.

#### **B. Personnel Actions Not Requiring Board Approval**

1. Approval of other personnel actions shall follow the Personnel Action Approval Policy established by the President.
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* of the Board of Supervisors or any Permanent Memorandum, the provisions of this Section 2-5 shall control.
4. Nothing herein creates any rights, procedural or substantive, in employees, prospective employees, or other persons.

## 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, 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 during the summer term. The "Visiting" title may also be used for individuals who are not on leave from another institution but who meet the standards for the rank specified and who are hired for a limited period.

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

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

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

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

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

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

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

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

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

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

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

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

At the Pennington Biomedical Research Center, persons holding the rank of Professor, Associate Professor and Assistant Professor, while being paid by a grant or contract, do not acquire tenure through the passage of time. Upon individual recommendation and approval by the President, such persons at the rank of Professor and Associate Professor may receive rolling tenure, i.e., they may be appointed for terms of 5 years. Faculty with rolling tenure are reviewed annually and reappointments of Associate Professor and of Professor faculty are for 5-year terms. At such annual review, a recommendation not to reappoint the Associate Professor or Professor is with a 5-year terminal appointment. The faculty member will be notified of a decision not to renew the appointment at least 5 years before the end of the appointment. Faculty members with rolling tenure or on terminal appointments may be terminated for cause at any time with due process.

At the Paul M. Hebert Law Center, the rank of Associate Professor may or may not carry with it the status of tenure, depending upon the timing and circumstances of the individual appointment. Individuals receiving an initial three-year appointment as Assistant Professor will be reviewed in their third year for a second three-year appointment for promotion to Associate Professor without tenure. No later than their sixth year, they will be considered for tenure and for promotion to Professor of Law. Typically, successful candidates will both be tenured and promoted to Professor of Law, although there may be cases in which tenure will be granted but the promotion to Professor of Law deferred for later determination. In such cases, they will hold the rank of Associate Professor of Law (with tenure), pending subsequent procedures addressing their promotion to Professor of Law.

At those campuses employing full-time faculty members in the professions (e.g. Education) whose primary responsibility is in teaching or service programs associated with coordinating 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 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 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 an University employee on April 1, 1980, whose employment otherwise would have been in violation of this policy, may continue in such employment and the provisions of this section shall not be construed to hinder, alter, or in any way affect normal promotional advancement in public employment for such employees.
- D. This policy shall apply to all forms of employment; regular full-time employment, regular part-time employment, temporary full-time employment, temporary part-time employment, etc., and will apply to all employees, including student workers.
- E. Exceptions to the restrictions outlined in this policy are not permitted. However, employees of an agency who marry may continue to work in that agency even though one of the employees is the agency head, provided that the supervising spouse avoids participating in transactions in which the subordinate spouse has a substantial economic interest.
- F. Individual campuses may adopt more restrictive provisions to this policy provided that those provisions are approved by the President.

## **Section 14. Boyd Professorships**

### **A. Eligibility**

A faculty member on one of the various campuses of the University who has attained national or 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 director or above shall be eligible for designation as a "Boyd Professor."

### **B. Procedure for Nomination**

Nomination of a Professor for designation as a "Boyd Professor" shall originate with a dean or deans (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 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** members, and three faculty members appointed by the President from throughout the University.



## 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 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 President upon recommendation of the Chancellor or, for LSU, the President's designee as 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. Approval of sabbatical leaves shall be in accordance with the Personnel Action Approval Policy. The amount of pay to be allowed under such a grant shall be determined in each individual case, but in no event shall it exceed one-half of the regular salary which would accrue to the petitioner during the period of leave.<sup>4</sup> If the petitioner, upon taking educational leave, does not return to the University for the required two years, the petitioner shall pay back to the University the amount paid to the petitioner for the leave. The period of service completed prior to granting of leave under this section shall not be counted in considering eligibility for sabbatical leave.

### Section 3. Annual Leave and Sick Leave

#### A. Annual Leave

Annual leave is leave with pay granted an employee for the purpose of rehabilitation, restoration, and maintenance of work efficiency, or the transaction of personal affairs.

#### B. Sick Leave

Sick leave is leave with pay granted an employee who is suffering with a disability which prevents him from performing his usual duties and responsibilities or who requires medical, dental, or optical consultation or treatment.

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<sup>4</sup>For the academic-year employee, the term "regular" refers to the salary of the academic year, without presumption of summer term appointment.

### **C. Academic and Unclassified Employees**

Regular full-time and part-time members of the academic staff on fiscal appointment and regular unclassified employees are entitled to annual leave. Regular full-time and part-time members of the academic staff on fiscal- or academic-year appointment and regular unclassified employees are entitled to sick leave. The amount of accumulation and other provisions concerning annual leave and sick leave shall be in accordance with regulations or policies approved by the Board, appropriate State statutes, or policies applicable to the University, with such provisions to be issued by memorandum from the President.

### **D. Classified Personnel**

Annual leave and sick leave of classified personnel shall be governed by the Civil Service Regulations.

### **E. LSU Laboratory School Faculty**

Members of the LSU Laboratory School Faculty on academic year appointments teaching grades K-12 may, during each fiscal year designate no more than two days of earned sick leave to be used as personal or annual leave and may be used in accordance with the definition of such leave as listed above. Personal or annual leave for LSU Laboratory School Faculty may not be accumulated from one fiscal year to the next.

## **Section 4. Civil, Emergency, and Special Leave**

An employee shall be given time off without loss of pay, annual leave, or sick leave under such conditions as outlined:

- A. Academic and Unclassified Employees** - as provided in policy memorandum from the President.
- B. Civil Service Employees** - as provided in Civil Service Regulations.

## **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**

Academic and Nonacademic employees shall not absent themselves from their duties without proper authorization.

Report of absence for academic and unclassified employees shall be governed by policies established by the President. Report of absence for classified employees shall be governed by Civil Service Regulations.

## **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 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.

#### **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.<sup>5</sup>

### **Section 3. Audit**

Continuous audit shall be conducted of the transactions and records of all employees for the receipt and disbursements of funds; for the sale or purchase of materials, services, and property; for the keeping of accounts; and for the custody of property.

The Internal Auditor, under the direction and control of the chief business officer of the University Staff, shall review the business activities of the University and shall assess the effectiveness of its records and insure appropriate accountability of University resources.

### **Section 4. 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.

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<sup>5</sup>A 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 5. Purchasing**

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

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

### **Section 6. Travel**

Travel at University expense shall be made within the purposes for which funds are allotted and with the approval of the head of the department and the individual shall be reimbursed in accordance with University travel regulations, as prescribed by the President.

### **Section 7. Entertainment and Expenses of Visitors and Guests of the University**

Visitors and guests shall be reimbursed for costs of transportation only when such visitors and guests have rendered a definite service to the University. Costs of entertainment of visitors and guests shall be drawn only from funds designated by the Board for such purposes.

Exception to this rule may be granted by the President or appropriate official designated by the President when entertainment and expenses are paid from restricted funds provided for such purposes.

### **Section 8. Custody and Control of University Property**

No one shall use for his or her own benefit or for any other personal purposes any University property of whatever description; and no one shall be permitted to remove from the buildings or grounds any property belonging to the University, unless approved by the President or appropriate official designated by the President.

### **Section 9. Use of University Vehicles**

All transportation equipment of the University shall be used only on official business and shall be operated only by employees of the University and others authorized by the President.

### **Section 10. Use of University Facilities**

The facilities and premises of the University are for use in accomplishing its educational objectives and programs. The Board shall establish general policy under which permission shall be granted for the use of University facilities by departments and divisions of the University, recognized campus groups, or non-University affiliated organizations. The administrative head of each campus shall prepare and file with the Office of the Board of Supervisors such detailed procedures as deemed desirable and necessary for compliance with the established general policy.

### **Section 11. 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 Board members of the complaint. If, however, the complaint is initially given to the President or a Board member, 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 containing its findings and recommendations. The report shall be subject to full Board approval.
7. The Board shall issue a final report within 45 days of the committee's action.
8. The Committee report and the final report of the full Board shall be transmitted to the complainant immediately upon issuance, with a copy forwarded to the Board of Regents for informational purposes only. Additionally, a copy of each campus or University head's report on the resolution of a complaint shall be forwarded to the Board of Regents for informational purposes only.

## **Section 12. 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 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 and 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 institution or by transfer to another institution.

A declaration of financial exigency shall represent a determination by the Board of Supervisors, upon recommendation of the Chancellor and President, that the financial condition of a unit, institution or system has reached a crisis in which the entity must carefully re-examine its priorities and reduce programs or personnel or both to effect a cost savings sufficient to alleviate the financial exigency.

The determination of financial exigency affecting the University or any institution or within an academic or other unit of an institution shall be the sole responsibility of the Board of Supervisors, but the President, upon request from the Chancellor of an institution or, for LSU, on the President's own initiative, and after consultation with representative faculty members, may request such a determination by the Board. A request for the declaration of a financial exigency at any level before the institution level must originate at the institution. When such determinations are made, this policy, along with any implementing procedures, will take precedence over those applicable Board policies which govern normal operating procedures.

Implementation of a declaration by the Board of Supervisors of financial exigency shall be developed with the understanding that action taken will be consistent with the basic mission of the University to provide the best possible education, research and public service.

#### **C. Implementation of Declaration of Financial Exigency**

Upon a declaration of financial exigency by the Board of Supervisors, the Chancellor at each institution or, for LSU, the President's designee, after consultation with faculty and staff, and approval by the President, shall determine whether furloughs, layoffs or terminations are required and which employees will be affected. This determination shall be made in accordance with procedures established by the President, which will give primary consideration to the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the institution.



Faculty and other employees under contract who are furloughed, laid off, or terminated before the end of their contract terms for reasons of financial exigency shall, whenever possible, be notified at least ninety (90) days in advance of the date of the furlough, layoff, or termination. The notice of furlough, layoff, or termination shall be delivered personally or by certified mail, with return receipt requested. Notice shall be complete upon delivery or mailing. This notice shall include, in writing, a statement of the conditions requiring furlough, layoff, or termination, a general description of procedures followed in making the decision and a statement of the employee's right to respond orally and in writing to a designated official or committee of the institution and to review by the Chancellor or, for LSU, the President's designee within the time specified in the notice as to the reasons for the furlough, layoff, or termination. The employee(s) shall also have the right, upon written request within twenty (20) days from the date of notification of the final decision of the Chancellor or, for LSU, the President's designee, to apply in writing to the President for a review of the decision.

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

#### **D. Approval Required**

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

#### **E. Termination of Financial Exigency**

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

## ARTICLE VI. GIFTS AND GRANTS

### Section 1. Conditions of Acceptance

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

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

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

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

### Section 2. Commercial Testing

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

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

- a. Whether the problem has industry-wide implications;
- b. Whether the problem will contribute to the professional development of its faculty and students;
- c. Whether the problem will interfere in any material way with the obligations and responsibilities of the University;
- d. Whether the donor is willing to grant full publication rights after termination of each research phase of the problem.

### Section 3. Payment for Indirect Costs

When the University undertakes such cooperative research, the extent of indirect cost to be assessed for use of facilities shall depend upon the extent that the University determines its instructional and research programs are enriched or its responsibilities to the people are fulfilled by acceptance of the gift.

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 Private Gain**

It shall be understood that no member of the faculty or staff may use University facilities in conducting research for private gain.

### **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 of copyright, where the database is created or developed, in whole or in part, during activities that are: **(1)** carried on by, or under the direction of, LSU Personnel, regardless of when or where the creation or development occurs; **or (2)** supported by funds under the control of the University; **or (3)** conceived, created, designed, developed, or conducted with the use of University facilities, equipment, or supplies. The term **"LSU Database"** shall also include any source code pertaining to such database; any copyright derived from such database; any patent application or issued patent containing at least one claim reading on such database, or having at least one claim reading on a process or apparatus incorporating such database; and any other legal rights derived from such database, including by way of example any statutory legal protection for a database, whether the statute is enacted before or after the provisions of these *Bylaws* concerning LSU Databases take effect.
- F. **"LSU Mark"** shall mean any trade name, trademark, service mark, design, or trade dress: **(1)** that is associated with the University, or with any campus or other part of the University; **or (2)** that is created or produced during an activity that is supported by the University, in whole or in part; **or (3)** that is created or produced by LSU Personnel and is associated with any other LSU Intellectual Property. The term "LSU Mark" shall also include any goodwill associated with any such mark, and any registrations or other legal rights derived from such a mark.
- G. **"Other LSU Intellectual Property"** shall mean any intellectual property, other than an LSU Invention, LSU Work, LSU Software, LSU Digital Media, LSU Database, or LSU Mark, where the events giving rise to the creation of that intellectual property are supported by the University in whole or in part. By way of illustration only, such **"Other LSU Intellectual Property"** may include plant variety protection applications or certificates; semiconductor mask works; trade secrets; know how; and tangible research property (e.g., semiconductor chips, software, biological organisms, prototypes, drawings, original research records, notebooks, data, and other corporeal property that can be physically or electronically

distributed). In interpreting this paragraph, the principles of paragraphs (a) through (f) above shall apply by analogy where appropriate.

- H.** "**LSU Intellectual Property**" shall mean, collectively, any LSU Invention, LSU Work, LSU Software, LSU Digital Media, LSU Database, LSU Mark, or Other LSU Intellectual Property.
- 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 pursuant to an authorized agreement granting any rights in any LSU Intellectual Property, after deduction of the University's legal, professional and patent expenses directly expended in support of and allocable to that LSU Intellectual Property, except that "Distributable Royalties" shall **not** include:
1. Any such consideration received by the University in reimbursement of or allocated for direct, out-of-pocket expenses paid or owed by the University to third parties which are directly allocable to the LSU Intellectual Property for which the consideration is received, such as expenses for past, present, or future attorney fees and other legal expenses, and amounts paid to outside contractors, regardless of whether the authorized agreement expressly provides for such reimbursement; provided that such expenses shall not include any internal expenses of the University, such as salaries, administrative overhead, building rent, equipment purchases, and similar expenses;
  2. Any consideration deemed a Research Grant or deemed as Litigation Proceeds, as defined herein; and
  3. Any amounts received by the University that are attributable to an LSU Mark.
- K.** "**Research Grant**" shall mean (for purposes of this Section 7 of the *Regulations of the Board*) any consideration received by the University under an authorized sponsored research agreement that, along with any other provisions, grants another party any rights in any LSU Intellectual Property, where the University's disposition of that consideration is restricted by that contract to use for conducting research.
- L.** "**Litigation Proceeds**" shall mean any money or other property received by the University as a result of any resolution of a dispute over another's use, infringement, or licensing of any LSU Intellectual Property, whether received by way of judgment, arbitration, or settlement -- and in the case of a settlement, regardless of whether any arbitration or lawsuit has been instituted.
- M.** "**University**" shall mean the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, including all of its campuses, centers, institutions, facilities, and other property.
- 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 right, title, and interest to any LSU Intellectual Property, and shall execute such other documents and perform such other lawful acts (at no out-of-pocket expense to the LSU Personnel) as may be requested by the University fully to secure the University’s interest in LSU Intellectual Property.
2. As owner of LSU Intellectual Property, the University may manage, license, patent, register, sell, abandon, or otherwise dispose of any LSU Intellectual Property as the University in its discretion sees fit, including but not limited to all decisions concerning potential financial benefits to be derived from any LSU Intellectual Property.
3. Only the University, acting through the procedures set forth in this Section 7, has the authority to enter into any agreement relating to LSU Intellectual Property. Any purported assignment, transfer, license, assertion of ownership, or other disposition of LSU Intellectual Property by the inventor(s) or author(s), without the prior written approval of a University official authorized pursuant to these *Regulations*, is void and will not be recognized by the University -- including, by way of example and not limitation, any such purported assignment or other disposition in a consulting agreement, research agreement, material transfer agreement, or confidentiality agreement.
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 the University’s sole 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 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.

#### **B. Restrictions on Publication**

1. Nothing in this Section 7 shall be construed to prohibit or restrict LSU Personnel from publishing in academic channels any material that the University and those Personnel are otherwise free to publish. LSU Personnel are cautioned that early publication can destroy or impair the legal protection that might otherwise be available for intellectual property, and where appropriate are advised to consult with their campus technology transfer officers well before the first planned publication to discuss this question further.
2. As a matter of policy, the University shall not normally accept restrictions or prohibitions on publications, other than a requirement for delaying publication for a reasonable period of time, from research sponsors and intellectual property licensees. Before the University can consent to any such restrictions on publication, both of the following conditions must be satisfied and documented: (1) the restrictions are tailored to be the least restrictive conditions which will satisfy the legitimate concerns of the sponsor or licensee, and (2) all LSU Personnel likely to be affected by the proposed restrictions have consented to the restrictions.

### **Section 4. Allocation of Distributable Royalties**

#### **A. Distribution to Inventor or Author**

1. Forty percent (40%) of all Distributable Royalties as defined in Section 7-2(j) shall be paid or transferred to the respective inventors or authors within thirty days of receipt by the University, unless a different schedule is otherwise agreed in writing by the University and the inventor(s) or author(s).
2. For as long as the University receives such Distributable Royalties, payment of this allocation of Distributable Royalties shall continue to the respective inventors or authors, regardless of whether they continue employment at the University, or to their heirs, as applicable.
3. Provided, however, that the Chancellor of the appropriate campus (or campuses) or, for LSU, the President or the President's designee may direct that no part (or a reduced part) of Distributable Royalties shall be paid or transferred to the inventors where those 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 total of 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. If, at any time during that fiscal year, the cumulative undistributed total reaches \$250, then the accumulated Distributable Royalties shall at that time be distributed as otherwise provided herein.

#### **B. Distribution to the Office of the President, the LSU LIFT Fund and the Campus**

1. Five percent (5%) of all Distributable Royalties shall be allocated to the Office of the President.
2. Five percent (5%) of all Distributable Royalties shall be allocated to the *LSU LIFT (Leveraging Innovation for Technology Transfer) Fund* in the Office of the President for support of proof-of-concept grants to faculty at any University institution in furtherance of commercial development of inventions.
3. Fifty percent (50%) of all Distributable Royalties shall be allocated within the appropriate campus as directed by the Chancellor of that campus or, for LSU, the President or his designee.
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 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 affiliated with the University shall resolve any apportionment between the University and that other party. Only the University's part of this apportionment shall be considered Distributable Royalties.

- b. In the absence of any agreement by the University to the contrary, each unique invention, related patent, patent application or other form of uniquely identifiable intellectual property associated with a particular license which generates Distributable Royalties will be presumed to have contributed equally to those Distributable Royalties.
- c. The respective contributions to Distributable Royalties from different departments or campuses will be presumed to be the sum of the contributions for the inventors associated with each department or campus. If one inventor has appointments with more than one department or campus, each such department or campus will be deemed to participate equally in the departmental or campus contribution to Distributable Royalties associated with that inventor, unless the invention clearly resulted from work done in association with only one department or campus.
- d. The unique circumstances of individual cases involving multiple entities may require an unequal distribution of Distributable Royalties. Deviation from the equal distribution provided for in subsections (b) or (c), above, may be made either: **(i)** by unanimous written consent of all affected entities, **or (ii)** if the affected entities are unable to reach unanimous agreement on a different distribution, then in proportions and under procedures established by the Chancellor, or, for LSU or 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 University and the inventors shall agree in writing as to a reasonable royalty rate to be imputed to net sales of the research materials. The agreed-upon royalty rate and any proceeds arising therefrom will be treated thereafter as Distributable Royalties for all purposes.
4. Activity conducted by the University for educational, research, or non-commercial purposes shall not give rise to any "Distributable Royalties."

## 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 University's express prior written approval, which the University may agree, in its sole discretion, not to unreasonably withhold. Further, the University shall require that a licensee may *sublicense* 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 between 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 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, and LSU Digital Media. In addition, the provisions of this Section 7-7 shall also apply to LSU Works, LSU Software, LSU Databases, and LSU Digital Media, but not to other forms of LSU Intellectual Property. This Section 7-7 shall also apply to Course Materials.

- A.** Notwithstanding the provisions of Section 7-3(a) above, the University releases to the respective author(s) all of the University's interest in any copyright to a book, article, lecture, thesis, dissertation, other literary work, work of art, Course Material, or musical composition that would otherwise be an LSU Work; except that the University's interest shall not be so released: **(i)** if the 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 distribute copies of Course Materials, theses and dissertations, both internally and to third parties, whether by electronic means, microfilm, or otherwise.

The release of rights to Course Materials only applies to the extent that an author or co-author himself or herself uses those materials in the *bona fide* teaching or instruction of a regularly scheduled course for credit at the University, and does not extend to rights that are derived from a co-author who is not involved in the teaching or instruction of a regularly scheduled course for credit at the University. The release of rights to Course Materials may include copyrights in items that would otherwise constitute LSU Works, LSU Software, or LSU Digital Media; such a release does not, however, include rights in any patent, patent application, LSU Database, LSU Mark, or LSU Invention.

- B.** Prior to submitting any LSU Digital Media to an entity outside the University, the author(s) shall first submit a disclosure of the LSU Digital Media to an office or committee on the author(s)' campus to be appointed by the Chancellor or the Chancellor's designee or, for LSU, the President or his designee. The disclosure shall include a detailed description of the proposed LSU Digital Media, a copy of the LSU Digital Media, or both, and shall also include a statement specifying what resources (Personnel, funds, equipment) were used to prepare the LSU Digital Media. The designated office or committee shall then determine, on a case-by-case basis, whether the LSU Digital Media shall be treated as an LSU Work or as LSU Software for purposes of these *Bylaws*, including whether or not an express, written release of copyright to the author(s) is appropriate by analogy to Section 7-7(a). In deciding this question, the office or committee shall consider such factors as whether the LSU Digital Media more closely resembles an electronic version of a traditional printed book, versus a work substantially enhanced with multimedia; the extent to which University resources and Personnel were used; the extent to which the resources and Personnel of an outside party such as a publisher were used; and any other factors that the committee or office considers relevant in reaching an equitable decision.
- C.** If the University publishes an LSU Work or LSU Database itself, or if the University directly provides others access to an LSU Work or LSU Database in exchange for consideration received directly by the University, and if the University therefore has no agreement with a third party concerning royalties attributable to the LSU Work or LSU Database, then twelve-and-one-half percent (12.5%) of the net sales attributable to the LSU Work or LSU Database shall be treated as Distributable Royalties for all purposes. For example, the respective author or authors (as a group) shall be entitled to receive a total of  $40\% \times 12.5\% = 5.0\%$  (five percent) of such net sales as the authors' portion of Distributable Royalties.
- D.** If an LSU Work, LSU Database, LSU Digital Media, or Course Material is used by the University as part of course instruction, including without limitation Course Materials posted on the Internet and Course Materials used in distance learning, then the author(s) of the LSU Work, LSU Database, LSU Digital Media, or Course Material shall not be entitled to receive any portion of any tuition, fees, or other amounts received by the University on account of that course, regardless of whether an author is substantively involved in the teaching of that course. The University shall be free to use the LSU Work, LSU Database, LSU Digital Media, or Course Material as part of the course instruction in the University's discretion. By contrast, if the University should receive any royalties on account of an LSU

Work, LSU Database, or LSU Digital Media -- for example, royalties for videotapes, audiotapes, or digital media licensed to a third party for distribution independently of the University course -- then those royalties will be treated as Distributable Royalties for purposes of Section 7-4 above.

### **Section 8. Confidential Materials**

University and campus officials are authorized to protect the confidentiality of materials that are exempt from the Louisiana Public Records Law, pursuant to La. R.S. 44:4(16) or otherwise, to the full extent permitted by law. The President, the Chancellor, the technology transfer officer for each campus, and any other individual designated by the President or by the Chancellor, may certify in writing that particular materials that have been requested under the Public Records Law are subject to a particular statutory exemption under the Public Records Law.

### **Section 9. Miscellaneous**

- A.** Nothing herein shall be construed to alter, amend, or in any way affect either PM-11 or PM-67, or the policies and procedures set forth therein, which are required by La. R.S. 42:1123(9) and (10).
- B.** In the event of any conflict between the provisions of this Section 7 and any other provisions of the *Regulations* of the Board of Supervisors or any Permanent Memorandum, the provisions of this Section 7 shall control.
- C.** Nothing herein creates any rights, procedural or substantive, in any third parties.

## **ARTICLE VIII. AFFILIATED ORGANIZATIONS**

### **Section 1. Relationship to the University**

Private support organizations can enhance the programs, facilities, and research and educational opportunities offered by institutions of higher education. The Board promotes the activities of alumni associations, foundations, and other private, nonprofit organizations that raise private funds for the support of the various campuses in the University. A nonprofit corporation, whose principal purpose is to support one or more programs, facilities, or research or educational opportunities offered by public institutions of higher education, shall be a private entity provided that it meets the criteria enumerated in all applicable state and/or federal statutes.

### **Section 2. Alumni Organizations**

All affiliated organizations, such as alumni associations, foundations, and other nonprofit groups, whose principal interest is to provide public support to enhance the programs, facilities, and research and educational opportunities offered by University campuses must be officially recognized by the Board. This official recognition requires compliance with University and Louisiana Board of Regents policies and all applicable state/federal statutes. All affiliated organizations seeking official recognition by the Board shall make application through the Office of the President. Such application shall include the necessary documentation to establish full compliance with all applicable policies and laws.

## **ARTICLE IX. 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 members of the Board after receiving recommendations of the appropriate committee of the Board.