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ADMINISTRATIVE ISSUANCES

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Administrative Order No. PERR 2010-026: Committee for the Gawad sa Natatanging Publikasyon sa Filipino (Malikhaing Panulat at Orihinal na Pananaliksik)

To: Prof. Rosario Torres-Yu, CAL, UP Diliman
   Prof. Ma. Cristina Flores, CAL, UP Diliman
   Prof. Ma. Lucia M. Magallona, CAMP, UP Manila

Please constitute yourselves into a Committee to evaluate the nominations for the Gawad sa Natatanging Publikasyon sa Filipino (Malikhaing Panulat at Orihinal na Pananaliksik), with Prof. Rosario Torres-Yu as Chair. Attached is a copy of the BOR-approved guidelines of the Award.

This supersedes AO No. 2010-016 on the same subject.

Please submit your recommendations to the Office of the Vice President for Academic Affairs on or before 17 June 2010. The OVPAA will serve as Secretariat to assist your Committee.

Thank you once again for your valuable service to our University.

16 April 2010
(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR – 10-026: Reconstitution of the U.P. System Disposal Committee

To: All Concerned

Pursuant to Executive Order No. 258, issued is on 8 March 1996, creating the UP System Disposal Committee, the Committee is hereby reconstituted with the following as members, effective 8 April 2010 until 7 April 2011:

- The Assistant Vice President for Administration - Chair
- The Chief, System Cash Office - Member
- The Chief, System Supply and Property Management Office - Member/
- Secretary

The Disposal Committee shall take charge of expediting the disposal of unserviceable equipment and property of the government to avoid further deterioration, especially those exposed to the elements. Moreover, the Committee shall discharge its functions in accordance with Section 10 of the General Provision of RA No. 8174, which provides that the disposal of unserviceable, obsolete and/or excess equipment, supplies and materials is the responsibility of the owning department/agency.

The committee, including consultants, resource persons and support staff, shall meet when necessary but not to exceed three (3) meetings in a year and shall be entitled to honoraria for standing committees, level 2.

5 May 2010
(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR 10-027: Centennial Dormitory Oversight Committee

To: Chancellor Sergio S. Cao, UP Diliman
   Vice Chancellor for Student Affairs Elizabeth L. Enriquez
   Dean Erlinda S. Echanis, College of Business Administration
   Dean Rowena Cristina L. Guevara, College of Engineering
   Engr. Edith J. Atienza, representing UPERDFI
   Prof. Alberto V. Amorsolo, representing College of Engineering
   Dr. Magdaleno B. Albarracin, representing College of Engineering

With Chancellor Cao as Chair, please constitute yourselves into the Oversight Committee for the purpose of supervising the management of the Centennial Dormitory, in accordance with the Memorandum of Agreement (MOA) between the University, the Philippine Investment Management Inc. (PHINMA), the Union Galvasteel Corporation and the UP Engineering and Research Development Foundation Inc. (UPERDFI) for said project, approved by the Board of Regents on 18 December 2008.

Please refer to Article III 3.1 and 3.2 of the MOA (attached) for your guidance.

Thank you.

18 May 2010
(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR 10-029: UP Internet Coordinating Committee

To: Prof. Armin B. Sarthou Jr. (Vice President for Development)
   Dr. Roel M. Ocampo (Director, UP Computer Center)
   Prof. Ariel S. Betan (AVP for Administration)
   Dr. Jaime DL Caro (AVP for Development)
   Prof. Rafael A. Rodríguez (Coll. of Business Administration)
   Prof. Shirley Chavez (UP Los Baños)
   Prof. Rolando Talampas (UP Manila)
   Engr. Wilfredo L. Palete Jr. (UP Visayas)
   Ms. Myra Jill Siason (UP Open University)
   Engr. Roland A. Barriga (UP Mindanao)
   Prof. Joel Addawe (UP Baguio)

Please constitute yourselves into the UP Internet Coordinating Committee with the Vice President for Development as Chair and the Director of the UP Computer Center as Vice-Chair.

The Committee shall review proposals and recommend policies concerning the utilization, maintenance and development of the University’s Internet resources and coordinate their implementation throughout the UP System.

The Chair, members, resource persons and secretariat/support staff of the Committee shall be granted honoraria consistent with the rate for standing committees (Grade 2 level) approved by the Board of Regents at its 1199th meeting on 26 August 2005.

21 May 2010
(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR 10-030: Rice Subsidy-Allowance

To: Vice President for Planning and Finance
   Vice President for Administration
   All Chancellors

The Board of Regents, in its 1255th meeting on 27 May 2010, approved the grant of the first rice subsidy/allowance for 2010 equivalent to One Thousand Five Hundred Pesos (PhP1,500.00) to be given to
the administrative personnel covered by the Collective Negotiation Agreement (CNA) between the University and All-UP Workers Union (AUPWU) and to faculty and REPS covered by the CNA between the University and the All-UP Academic Employees Union (AUPAEU).

In the spirit of equity, the Board of Regents also approved that the same rice subsidy/allowance of PhP1,500.00 be given to the faculty, REPS and administrative personnel not covered by the CNAs between the University and the Administrative and Academic Unions.

This shall be charged against the savings of the Constituent Universities and the Philippine General Hospital, subject to all applicable government accounting and auditing rules and regulations.

The Vice President for Administration is authorized to issue the guidelines on the implementation/supervision of distribution of the rice subsidy/allowance.

01 June 2010
(Sgd.) EMERLINDA R. ROMAN
President

MEMORANDA

Memorandum No. PERR-10-2010: Grant of One-shot “Sagad” Merit Award

For: All Vice Presidents
All Chancellors

The “sagad” merit award is granted to faculty, REPS and staff who satisfy the Guidelines for Merit Promotions 2010 but are no longer promotable due to any of the following reasons:

a. They have reached the peak of their present position and there is no higher position they can be promoted to (e.g., career division chiefs/directors, Professors 11 and 12 (SG 29), University Professors);

b. The unit staffing pattern does not warrant higher positions notwithstanding the higher qualifications possessed by personnel therein (e.g., master’s or doctorate degree holders in administrative offices where unit staffing pattern does not require this educational attainment or if such positions exist, these are already occupied by qualified incumbents).

Faculty members who hold the ranks of Professor 11 and 12, University Professors and who satisfy the Guidelines for Merit Promotion 2010 may be recommended for a one-shot monetary award of Five Thousand Pesos (PhP5,000) provided, in the case of those being promoted to these ranks, that the promotion does not involve an increase in salary.

REPS and Administrative personnel who have at least very satisfactory performance rating for the last two (2) consecutive rating periods but no longer promotable due to any of the reasons cited above, may be recommended for a one-shot monetary award of Three Thousand Pesos (PhP3,000.00).

Funds for the “Sagad” merit award shall come from the savings of the units and the awards shall not be released before the merit promotion is received.

14 April 2010
(Sgd.) AMELIA P. GUEVARA
Officer-in-Charge
University of the Philippines

Memorandum No. PERR-2010-006: Faculty and Staff Promotion

For: All Chancellors

We are pleased to inform you that the Department of Budget and Management (DBM) has informed the University of the availability of funds for faculty and staff promotion for 2010. This merit promotion for faculty and staff, effective April 1, 2010 and covering the period April 1, 2009 to March 31, 2010, may now be processed.

Please bear in mind that this promotion should be selective and based solely on merit and on the same principles and guidelines as in 2008/2009 Merit Promotion. We realize that you will need time to collect and process data to enable colleges/units to establish their priorities for the optimum utilization of the funds allocated to them. However, we are asked by the DBM to submit our recommendations not later than May 31, 2010. Thus we enjoin you to make the call for promotion in your respective campuses immediately.

The Vice President for Planning and Finance shall inform you of the amounts allocated to your campuses. The implementing guidelines for faculty and non-teaching staff are attached.

As you all know, promotions in UP are possible only when additional funds are provided for this purpose by the DBM. We have been working closely with the DBM to ensure that UP gets more funds for promotion. Thus, we have had promotions in 2008 and 2009. We hope that this 2010 promotion will motivate us to push harder towards Excellence, Service, and Leadership.

14 April 2010
(Sgd.) AMELIA P. GUEVARA
Officer-in-Charge
University of the Philippines

Memorandum No. PERR-10-010: Search Committee for the Executive Director, Philippine Genome Center

To: VPAA Amelia P. Guevara
Chancellor Sergio S. Cao
Chancellor Ramon L. Arcadio
Chancellor Luis Rey I. Velasco
Dean Caesar Saloma
Dr. Carmencita Padilla
Dr. Gisela Concepcion
Dr. Cynthia Saloma

Please constitute yourselves into a Search Committee for the executive Director for the Philippine Genome Center, chaired by VPAA Guevara. Specifically, the functions of the Committee are the following:

- Formulate the criteria for the selection of the Executive Director
- Solicit/ Actively search for nominees for the position
- Based on the criteria you will formulate, evaluate the nominees
- Recommend to me two (2) names for the position

Should anyone among the members of the Committee be nominated, s/he will be excused from membership of the Committee.

Please submit to my Office your recommendations on or before August 30, 2010. Thank you for your valuable service to the University.

25 June 2010
(Sgd.) EMERLINDA R. ROMAN
President
DECISSIONS OF THE BOARD OF REGENTS

1255TH MEETING
27 MAY 2010 & 02 JUNE 2010

MATTERS ARISING FROM THE PREVIOUS MEETINGS

Formal Protest of Faculty Regent Judy M. Taguiwalo and Staff Regent Clodualdo Cabrera on Five (5) Decisions of the Board at its 1254th Meeting on 25 February 2010

The Faculty Regent withdrew the following items that she and the Staff Regent requested to be included in the Agenda because these have been overtaken by events.

1. Protesting the removal of the Student Regent. The only basis for the Student’s disqualification was her inability to file a residency within the registration period. She has completed all the academic requirements of her course and is set to graduate in April 2010. She has filed an appeal for residency with UP Los Banos. It is a simple matter for the UP Administration to grant her appeal for residency as has been done for other students similarly situated.

2. Protesting the appointment of Dr. Gilda Rivero as UP Mindanao Chancellor in spite of the findings of the Commission on Audit on irregularities related to the expenses of her investiture in 2007 which she has not yet clarified.

3. Protesting the continuing participation of the three Regents, Regent Abraham F. Sarmiento, Regent Nelia T. Gonzalez and Regent Francis C. Chua, whose appointments have already lapsed.

4. Protesting the recommendation to Malacañang of the three appointed Regents, Justice Sarmiento, Mrs. Gonzalez and Mr. Chua, without consulting with the UP community for other recommendations.

The Faculty Regent said that they leave it to the newly elected Philippine President to look into this concern.

Motion of the Faculty Regent for Reconsideration of Decision Removing Dr. Jose Gonzales as PGH Director*

This Motion for reconsideration is based on the following:

1. Dr. Jose C. Gonzales was duly appointed as PGH Director for a term of three years by the Board of Regents in its December 18, 2009 meeting, has been duly sworn in as Director and has occupied that office. He cannot be ousted from that position except for a cause and with previous notice and hearing.

2. The February 25, 2010 BOR reconsideration of the appointment of Dr. Gonzales which effectively declared as null and void the results of the December 18, 2009 election for PGH Director is the precedent on which the motion for reconsideration is based.

3. The new and immediate basis for the motion for reconsideration is the resolution of the UP College of Medicine dated March 2, 2010 and approved by 199 Council members to “recognize and support Dr. Jose C. Gonzales as the duly appointed UP PGH Director from January 1, 2010 to December 31, 2012 in accordance with his original appointment.” Only 19 members of the Council did not support the resolution while 29 abstained;

4. The position of the UP College of Medicine Council was adopted by a majority of the UP Manila University Council in its meeting held last April 13, 2010.

To summarize, on the bases of justice, due process, fairness and accountability to the UP constituents, the Faculty Regent moved that the original appointment of Dr. Jose C. Gonzales as PGH Director be recognized and upheld.

Regent Sarmiento called the attention of the Faculty Regent that this matter is already pending in Court and that the Board can be punished for contempt. This, he said, is sub judice.

Regent Pascual pointed out that he thinks the rule of sub judice does not apply in this case. The said rule originated from the United States where courts decide using the jury system. The sub judice rule is a prohibition against public discussion of issues pending in court. The United States is now veering away from the sub judice rule because the constitutional provision on freedom of speech is taking greater precedence. In the Philippines, Senator Miriam Defensor Santiago has already filed a bill abolishing this rule. In the case of the PGH Directorship, the Board is not discussing the issue in public. The Board is the body that is supposed to decide on this issue. It cannot be accused of acting on a case that is pending in court because it is this body that committed the act that brought about the case in court. This same body, according to Regent Pascual will make a decision that will remove the basis of that court case. The Board has the authority to decide on this case. Under the rules, there can be a motion for reconsideration on any action taken by the Board.

Regent Sarmiento said that he has been a Justice for 4 years and 9 months and he does not understand what Regent Pascual is talking about. There cannot be a Motion for Reconsideration on a case that is already pending in court.

While she says she recognizes the expertise of Regent Sarmiento on the Law, Regent Taguiwalo called the attention of the Board on the collegial nature of the latter. The Board, according to Regent Taguiwalo is the body that is supposed to decide on this case. It cannot be accused of acting on a case that is pending in court. The Board is the body that is supposed to decide on this case. Under the rules, there can be a motion for reconsideration on any action taken by the Board.

Chair Angeles proposed that before the Board acts on the Motion of Regent Taguiwalo, the Opinion of the Department of Justice be sought whether the Board can entertain a Motion for Reconsideration for a decision that is already being questioned in court. Since the Board is not a court of justice, an opinion from the Department of Justice should be sought. President Roman supported the proposal of the Chair.

Regent Pascual stated that this is precisely what the Board is trying to do. The Board decided on a case that is supposed to be decided by the court when it nullified the election of Director Gonzales while the case of the Student Regent was pending in court since the basis for the removal of Director Gonzales was precisely the question of the validity of the Student Regent holding the office.

The President reminded the Board that the court denied the application for a TRO. Regent Pascual argued that that was just the TRO. It was not a decision on the case which is still pending. He then moved for a division of the house.

Regent Sarmiento reiterated that if the Board acts on this case it would be cited for contempt.

The Chair instructed Vice President Te to prepare the request for the opinion of the Department of Justice on this matter.

Vice President Te informed the Board that the documents mentioned by Regent Taguiwalo in her Motion are the very same documents that he will be cross examining Dr. Gonzales on. He said he will prepare the request of the Chair.

Regent Pascual asked Vice President Te to state precisely what sub judice is all about.
According to Vice Te, there are two ways to understand the sub judice rule. Literally taken, it means under the jurisdiction of the court. Regent Pascual, he said, is correct when he said that the rule prohibits public discussion of something already in court. However, as far as courts are concerned when a case is already subjected to its jurisdiction, all other instruments, agencies, even other courts are precluded from acting on it. In this particular case, Dr. Gonzales has actually taken the appropriate legal remedy which is to file a QUO WARRANTO case questioning his removal and impleading particular members of the Board of Regents. The court has taken jurisdiction. In fact, trial is ongoing. There are many cases of law that once a court has taken jurisdiction, the court’s jurisdiction is complete and it would do everything within its power in relation to its jurisdiction. This is the second understanding of sub judice. Under the court has taken jurisdiction. In fact, trial is ongoing. There are many cases of law that once a court has taken jurisdiction, the court’s jurisdiction is complete and it would do everything within its power in relation to its jurisdiction. This is the second understanding of sub judice. Under the rules of court, there are bases for contempt for violating that particular understanding of the rule. In fact, it could be interpreted as trifling with process of court; it can actually be a basis for sanction for lawyers like him and for other members of the Board. In both Houses of Congress, once a matter is submitted to the court, there is no more discussion. All committees in both Houses have adopted this rule.

Regent Pascual asked why it is sub judice when it was the Board that took the action that resulted in the case now pending in court.

Vice President Te pointed out that this is precisely why the interested party Dr. Gonzales, the injured party has filed a case in court to question the decision of the Board.

What is sub judice according to Regent Pascual if the Board would decide in Dr. Gonzales’ favor? He would have no cause of action anymore.

Vice President Te explained that the cause of action of the other respondents would still be there. Dr. Eric Domingo has been heard in court.

Regent Pascual said that Dr. Domingo can file a case and all his arguments would favor Dr. Gonzales. When his attention was called by Regent Sarmiento that he is not a lawyer, Regent Pascual said that he is arguing on the basis of common sense. Law, according to Regent Sarmiento is not always common sense.

Regent Gonzalez moved to put some order in the discussion. She said that she supports the suggestion of the Chair that the Board seek the opinion of the Department of Justice on this matter. Prudence dictates that the Board wait for this Opinion.

Regent Taguigwalo said she supports the proposal of the Chair but she asked the Secretary of the University and the Board of Regents if there are precedents on decisions of the Board while the case is pending in court. The Secretary said there is NONE.

Update on the Search for Director of UP Diliman Extension Program in Pampanga

Chair Angeles informed the Board that he has not been getting good and favorable statements from students and faculty about the incumbent Director of the UP Diliman Extension Program in Pampanga.

President Roman said that it would be good to ask the Faculty Regent what her feedback is from the faculty to avoid being unfair to the Director.

Regent Taguigwalo explained that they had consultation with the faculty and students last year, together with the Staff Regent and the then Student Regent. The faculty members support the continuing term of the current Director on the grounds that she has started some projects, that there is money coming in already, and that it is she alone who could stir the project through. Regent Taguigwalo related her own experience at the College of Social Work and Community Development. When they started their own building, it was not dependent on a particular dean since it was a College undertaking. The new Dean simply formed a Council of Deans to ensure that the previous deans involved in raising money would continue to support and assist the project.

President Roman informed the Board that there is a new development in so far as the Directorship of Pampanga is concerned.

Chair Angeles requested Chancellor Cao to report about the new development before taking a vote for the directorship of UP Diliman Extension Program in Pampanga.

Chancellor Cao reported that there are only two (2) nominees for the directorship. He said that he has done an active search and talked to a lot of people even from UP Diliman but no one was willing to accept the directorship. However, there is a faculty from the Asian Institute of Tourism (AIT) who has expressed interest in accepting. This faculty who also has administrative experience is doing a 3-year research project that also involves faculty from UP Pampanga. She is the outgoing dean of UP AIT, Dr. Cora Rodriguez. Dr. Rodriguez has been talking to some people from UP Pampanga exploring the possibility of moving to Pampanga. She wants to transfer but she has not been nominated by the faculty.

Chair Angeles asked if the Board could accept this verbal additional nomination and be a basis for selection. Chancellor Cao hesitated to recommend the Dean considering that other names may still come out. The Chair then suggested that they wait for Dean Rodriguez’ application for consideration in the next BOR meeting.

Regent Taguigwalo commented that the search has been going on for over a year already. In May 2009, there were two (2) nominees and they agreed with the Chancellor that the search would be expanded. Then last year also, there were other nominees but Chancellor Cao raised some questions and the selection was again deferred. Prior to this meeting, two (2) names were nominated through the Search Process but at the moment of decision, another deferment is being requested. The Regent said that this has allowed the current Director to stay for over one year already.

Regent Taguigwalo made a motion that the Board vote on the matter on the basis of the official documents submitted by Chancellor Cao prior to the Board meeting.

Chancellor Cao clarified that it was the Board who directed him to expand the Search. He did not request to expand the Search from the very beginning. There were two (2) nominees and he recommended one (1).

President Roman thinks that the UP Diliman Chancellor should be given some leeway because it is the Chancellor who would be working with the next Director. If by next month the Chancellor does not come up with something, then the Board should decide, the President added.

Chancellor Cao informed the Chair that the two (2) nominees are the incumbent Director and Dr. Roberto Reyes.

Regent Taguigwalo agreed that by June 24 a decision should be made regardless of whatever new development would come.

The Chair announced that the Board would decide on June 24. The nominees would also include the new one, Dr. Cora Rodriguez.

Department of Justice Opinion No. 8 s. 2010 on the Contract of Lease entered into by and between the University of the Philippines (Lessor) and the Mercado General Hospital (Lessee) on the UP-PGH FMAB Project

This opinion according to the President is actually a non-opinion since it does not explicitly say that there was a violation.

Chair Angeles pointed out that it is also important to wait for another opinion that was sought by the All UP Workers Union which was coursed through his office and which he has endorsed to the Commission on Audit (COA). This is the reason why the Board cannot act on this now.

President Roman reminded the Board that after the Contract was confirmed by the Board, it was forwarded to the COA for review. She reassured the Board that everything in the Procurement Law was followed. Regent Sarmiento himself reviewed the Contract. The Board now simply has to wait for the COA Opinion.

The President likewise informed the Board that the Vice President for Legal Affairs has also written the Secretary of Justice seeking clarification of DOJ Opinion No. 8 s. 2010 on the FMAB Project. The University is also waiting for the response of the Secretary of Justice.
Regent Cabrera inquired whether ongoing activities related to the FMAB Project should be allowed to proceed while the University is waiting for the COA opinion and the clarification from the DOJ. The Staff Regent also informed the Board of a planned inauguration this June.

President Roman recalled that the launching of the project was cleared with the Chair. The latter was even invited to the ground breaking ceremony.

Chair Angeles clarified that he did not accept the invitation because he did not want to participate in an activity where the DOJ and the COA opinions might be adverse to what the Board has decided. Nonetheless, he advised UP Manila-PGH to proceed even without him.

Regent Cabrera pointed out that it might be prudent to wait for the DOJ and COA Opinions before proceeding with the FMAB Project. If the Opinions are favorable, then there is no problem. But if the Opinions are adverse, then the University has a problem.

President Roman explained that it is a standing procedure that the Project continues while the Contract is being reviewed. The University cannot wait for the COA Opinion. The University can only request COA to facilitate the release of its Opinion.

If COA says that the University erred, Regent Cabrera asked who would be liable.

In this case, the President said that the Contractor could sue the University.

This is going to be a responsibility of the Regents who approved and confirmed the Project, according to Chair Angeles. The Staff Regent also pointed out that the UP Manila officials would be accountable. This, according to Regent Cabrera should be a personal liability of the officials who went on with the Project knowing that there are still pending queries with the DOJ and the COA.

The President reminded the Board that this is a Project where UP is not paying the Contractor. There is no money outlay from the University. The latter even stands to benefit from this Project.

But Regent Pascual pointed out that if the Contract is ruled illegal, the private Contractor will be charging UP for its expenses.

The All UP Workers Union, according to Chair Angeles wants to find out whether or not the terms of the Contract are advantageous to the University.

Vice President Te informed the Board that the COA has a jurisdiction to rule that a Contract is illegal. It can look at the expenditures and say these are not allowed, but will not say that a Contract is illegal.

Regent Cabrera then asked if the COA is not the entity that would rule that a Contract is illegal, why does the University have to get COA opinion. The Chair, said so, according to the President.

President Roman clarified that is indeed SOP for every Contract to go to COA. The FMAB Contract, however, is different in the sense that the University does not have any money outlay for the Project. In the case of a Contract with a security agency, for instance, COA could say that it is disadvantageous since UP may be paying much more than what it should be paying for.

Chair Angeles explained that UP is not spending for the Project. It is the Mercado Group that is paying for the Project. However, the terms and conditions of the Contract have to be reviewed by COA. If the latter finds these terms and conditions disadvantageous to UP, then the Contract will be cancelled.

President Roman said that if the Contract is cancelled, the Contractor will sue the University and the Board.

Regent Cabrera clarified if his reading of the pertinent provision of the Contract is correct, i.e. if the Contract is not confirmed by the Board, UP would simply reimburse what the Contractor has already spent.

The President reminded the Staff Regent that the Contract has already been confirmed by the Board and she will have to look at the provision cited by Regent Cabrera.

Vice President Te pointed out that the particular provision cited by Regent Cabrera is standard in most contracts.

Regent Gonzalez proposed that the Board simply wait for the COA findings before proceeding with any discussion of this case. The Chair agreed to this suggestion.

REPORT OF THE PRESIDENT

Hereunder is the Report of the President:

I. UP Policy Paper Committee

I constituted a committee to select the awardees for the Policy Paper Award. The Committee is chaired by Vice President Amelia Guevara and the members are:

Dr. Magdaleno Albarracin, Jr.  
Dr. Jaime Montoya  
Dr. William Padolina  
Dr. Federico Macaranas  
Professor Emilia Boncodin  
Dr. Ramon Santos  
Dr. Celia Adriano  
Mrs. Salvacion Arlante

The Committee met for the first time on March 15 to discuss the mechanics of the selection process. The idea is for the awardees to prepare high level policy papers on various national concerns which may be submitted to the next Administration for its guidance. This project is in line with UP’s role in raising the level of public discourse of national issues.

The Committee has met a number of times. In mid May potential awardees presented abstracts of papers before the Committee. The papers are now being revised for final deliberation by the Committee.

II. Meeting with Governor Gwendolyn Garcia on the UP Cebu College High School

On March 15, I met with Governor Gwendolyn Garcia and Congressman Pablo John Garcia regarding the continued operation of the Cebu High School. We are exploring the possibility of partnering with the Cebu Provincial Government to ensure the continued existence of the high school.

I shall constitute a committee to study the possibility of developing the high school into a high school for the arts to be managed jointly by UP and the Provincial Government. The Committee shall include members of the faculty from UP Cebu College, the Colleges of Music, Education, Fine Arts and Arts and Letters from Diliman.

UP Cebu College has submitted its second draft of its report on its transformation into an autonomous college. The Cebu Advisory Council will meet to discuss this report.

III. Commencement Exercises outside of UP

I was invited to speak as Commencement Speaker of Silliman University on March 21, 2010 by its President Ben Malayan, a UP alumnus. House Deputy Speaker Amulio Fuentebella and President Nita Morallo of the Partido State University in Bicol also invited me to be PSU’s commencement speaker on March 26, 2010. While in Bicol, I met with Governor Luis Rey Villafuerte who has requested UP to study the possibility of establishing a UP extension program in Camarines Sur.

UP is assisting Partido State University in its efforts to improve the quality of its programs on education, geology, and IT. Deputy Speaker Fuentebella (who won in his re-election bid) committed to support this review. UP’s assistance is in line with its efforts to help in the development of SUCs.
Before the start of the first semester, a group of UP faculty members will organize teaching effectiveness workshops for the PSU faculty.

IV. Selection of Faculty Regent

The University Councils of Diliman, Los Baños, Visayas, Open University and Baguio have resumed discussions on the selection of the Faculty Regent in their April meeting. There seems to be a consensus to use the existing process with some revisions in rules and procedures. The University Councils' discussions looked into the role of the Faculty Regent, the nomination process and the runoff election, the rotation concept in the selection, the mechanism for putting together the views of the different Councils.

V. ACCESS Conference

The University of the Philippines is hosting the 2nd Academic Cooperation Europe-Southeast Asia Support dialogue Event on Physical Virtual Mobility as an Instrument for Integration which will be held on June 3–5, 2010 at the EDSA Shangrila Hotel. We are expecting over 60 participants from European and ASEAN University Network universities to attend this dialogue.

Malacañang has given UP the authority to co-host this event (the European Commission is shouldering a big part of the expenses for the dialogue). UP's counterpart funding is limited to the welcome dinner and organizing the event.

VI. Confucius Institute

Chancellor Sergio Cao and Dean Mario Miclat of the Asian Center travelled to Xiamen and Beijing third week of May to meet with Chinese University and Hanban (the agency that evaluates proposals on the establishment of Confucius Institutes) officials regarding the establishment of the Confucius Institute in UP under the China Studies Program of UP Diliman. "I am now awaiting the report on their meetings."

POLICY MATTERS APPROVED

Proposal to Amend the Grant of Sick Leave Benefits (Cumulative and Commutable) to Members of the Faculty

The President’s Advisory Council favorably endorses the following amendments to the grant of sick leave benefits to members of the faculty:

**FROM**

(as approved in the 1226th meeting of the Board of Regents (BOR) on 25 October 2007)

**TO**

(proposed amendments)

- Faculty members (regular, full time) be granted sick leave benefits for a period equivalent to 10 days per year of full time service, cumulative and commutable only upon compulsory retirement and upon optional retirement due to serious/severe illness (as defined by Philhealth).
- Faculty members (regular, full time) be granted sick leave benefits for a period equivalent to 15 days per year of full time service*, cumulative and commutable upon compulsory retirement or upon optional retirement due to serious/severe illness (as defined by Philhealth).

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<th>Family members who get seriously ill may avail of sick leave with pay charged to this benefit but cannot monetize a portion thereof before retirement.</th>
<th>Faculty members who get seriously ill may avail of sick leave with pay charged to this benefit and may be allowed to monetize a portion thereof, subject to availability of funds.</th>
</tr>
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</table>

The number of years for which a regular faculty member has been a substitute and/or on contractual status shall be counted towards this leave benefit.

| The number of years for which a regular faculty member has been a substitute and/or on contractual status, and also the period on extended service beyond 65 years of age shall be counted towards this leave benefit. |

All other provisions, as originally approved, are the same. Members of the faculty are required to file application for leave.

The additional five (5) days sick leave credits earned per year of service shall be on top of the 10 days sick leave credits that the faculty members were granted (retroactive to the date of their original appointment) as approved in the 1226th meeting of the BOR on 25 October 2007.

Regent Gonzalez moved that this additional benefit be made retroactive to the faculty’s date of original appointment in the University.

**Board action:** APPROVAL. The additional five (5) days of sick leave shall be made applicable for every year of service from the time of the faculty’s initial appointment.

Proposed Guidelines for Research and Extension Fellows and Junior Fellows at the Centers

The Proposed Guidelines for Research and Extension Fellows and Junior Fellows at the Centers pertain to the Building Research Service (BRS), National Center for Transportation Studies (NCTS), National Hydraulic Research Center (NHRC) and other centers with the National Engineering Center (NEC).

The newly transformed Institute of Civil Engineering (ICE), together with the three Centers, took the lead in formulating the Guidelines, in order to formalize the active participation of full-time faculty members of UP Diliman in the Centers.

In the case of ICE, the faculty members in its six (6) Academic Groups aim to affiliate with corresponding Centers, to carry out the R & D agenda and extension services within the mandate of the Institute as well as the Center(s). This policy of ICE aims to avoid having to create or maintain duplicate venues for the exclusive purposes of the Institute. Historically, the ICE faculty members have been among the very active members and administrators of the Centers concerned.

The Executive Board of the College of Engineering discussed and adopted these Guidelines in March 2009. The College hopes to start implementing the Guidelines, initially among faculty members of the College of Engineering, in the 2nd Semester of 2009-2010.

The Guidelines were endorsed by the School of Urban and Regional Planning and the College of Architecture. These UP Diliman units may have faculty members who may wish to be affiliated with the above centers.

The College of Engineering requests that these guidelines be made applicable System-wide.

**Board action:** APPROVAL.

Proposed Financial Assistance Program for Hospitalization Expenses (FAPHE) for Faculty, Administrative Staff, and REPS of the University

The Chancellor of UP Diliman has initiated this proposal. If approved, the FAPHE will help relieve the burden of hospitalization borne by employees who, more often than not, have to shell out additional expenses in excess of Philhealth benefits for hospitalization.
Regent Pascual asked if there is a special arrangement for UP employees. President Roman said that the funds would be drawn from UP’s income. Tenured faculty, staff and REPS are covered. Regular full-time faculty who are not tenured and UP contractuals may also be entitled to this assistance provided that:

Coverage

Regent Taguigao considered the Hospitalization Assistance Program as a very much welcomed proposal. She said that the UP Charter allows the giving of additional benefits to the staff.

N.B. President Roman explained that this financial assistance program for hospitalization is being proposed by UP Diliman which is planning to set aside PhP200,000 for every employee. If a faculty or employee gets sick and is hospitalized, he/she could draw some amount from the allocated funds. For the rest of the employee’s stay in the University, the funds allocated for them could be used whenever they are hospitalized.

Chair Angeles asked if all faculty and employees are covered by PHILHEALTH and if the proposed financial assistance is on top of what PHILHEALTH could extend. Under the proposal, after deducting the PHILHEALTH, the balance would be shouldered by the UP using this Fund, the President said. Regent Taguigao considered the Hospitalization Assistance Program as a very much welcomed proposal. She said that the UP Charter allows the giving of additional benefits to the staff. President Roman confirmed that the Charter expressly allows UP to increase its benefits and to give additional benefits to its faculty and staff.

President Roman said that the funds would be drawn from UP savings. Regent PascUAL asked how the PhP200,000 would be funded considering that the University operates on the basis of an annual budget. He wants to know if UP can create a fund drawing from each year’s operating budget. President Roman said that it is allowed because UP has fiscal autonomy. At the end of the year, UP could keep its income. This does not revert to the National Treasury. UP gets its budget from the DBM plus the University’s Trust Funds which are the UP’s income. Those funds are spent during the entire year.

Regent Pascual asked if there is a special arrangement for UP employees to have access to PGH, the hospital affiliated to the University. President Roman replied in the affirmative. She further explained that all government employees, not only UP employees, are entitled by law to 20% discount in any government hospital. UP employees who are not part of UP Manila are given 5% additional discount. So if a person gets hospitalized in PGH and spends PhP100,000, he/she is automatically entitled to 20% discount or 25% discount for being a UP employee. This is on top of being a senior citizen. As regards the senior citizen discount, UP is still waiting for the guidelines.

Regent Cabrera requested clarification on the following matters:
1. What is the update on the on-going negotiation between the University and the Management regarding the possible medical insurance?
2. Is this proposal the replacement of medical insurance?

The Staff Regent said that medical insurance could be used even for check-ups and consultations not only for hospitalization. President Roman said that she has not seen yet the result of the study. COA says that in the case of medical insurance, the employees need to pay.

Regent Pascual asked if this plan of providing hospitalization and benefit involve 100% reimbursement of hospital fees or if there is sharing. President Roman replied that it is up to PhP200,000 only. However, they could fine tune the proposal because as she understands it, the employee could even reimburse 100% of whatever is the net after the discounts are deducted. But that is on the employee’s own lookout because if the PhP200,000 is depleted, it is no longer replenishable.

Regent Taguigao suggested that the proposal be amended as follows:

“To approve the proposed financial assistance program for hospitalization expenses without prejudice to UP proceeding with its effort at examining and providing additional health insurance to employees.”

The President said that the proposal can still be fine tuned and the proposed health insurance is something that can be looked into.

The Chair said that there is a pending motion which needs the Board’s action. Regent Gonzalez made a motion, duly seconded by Regent Cabrera, that the proposal as amended be approved.

There being no objection, the Motion was carried.

Establishment of UP Presence in Fort Bonifacio, Taguig City

This pertains to the approval of the recommendation to lease a portion of land (4,300 square meters) in Fort Bonifacio from the Bases Conversion and Development Authority (BCDA) in the amount of PhP855 per square meter which is 3% of the minimum price of the property (PhP26,500 per square meter) or a total amount of PhP3,676,500 per annum.

The establishment of UP presence in Fort Bonifacio is part of the ten-point agenda which the Board approved at the start of President Roman’s term. Since then, the Administration has been looking around for a location for the offering of courses that would cater to the students who work/live in the Makati and Taguig areas. The UP Administration first inquired with the Department of Energy (with then Secretary Raphael Perpetuo Lotilla) but the DOE informed the former that it had no land to spare. Makati Mayor Jejomar Binay offered the use of one of the buildings of the University of Makati but plans did not push through for various reasons. UP also inquired with the Taguig City government but the terms they set are not acceptable to the University. As early as 2006, UP also tried to negotiate with the BCDA to be given a piece of its property but was later informed that they could not give UP the land for free.

Early this year, UP inquired again from the BCDA about the possibility of the former’s leasing a piece of the latter’s property in Fort Bonifacio. At a meeting with Chairman Narciso Abaya, UP was informed that BCDA has a piece of land which they tried to bid out. However, the bidding did not push through. Since UP is a government institution, BCDA said it will be able to justify a waiver of bidding. Last April 2010,
President Roman clarified if UP Presence means the establishment of a branch.

President Roman explained that this means the offering of programs in the area. The colleges that intend to offer courses are the following: College of Law, College of Business Administration, College of Engineering and the School of Statistics. UP will lease land from BCDA and will build the building for this purpose. The UP System Administration is now working for the release of a hundred million from the GAA. This was actually in the 2009 budget for Phys50M.

Regent Pascual clarified if UP has the money for this purpose. President Roman reiterated that in 2009, UP had an allocation of Phys50M for capital outlay and this is good for two years.

Regent Pascual asked if UP has done a financial study as to the sufficiency of the tuition to be collected to pay at least for annual rental.

The President said studies have been done. Chair Angeles proposed the conduct of feasibility study. He said he does not know exactly how much UP would invest for the building and where the funds would come from.

Between Diliman and the Global City, according to Regent Pascual, on a light traffic day, it would only be about 15 to 20 minutes. He said, he has to understand the essence of an extension program. He added that he cannot understand why UP is putting up an extension program at the Global City.

President Roman clarified that the courses to be offered are for the evening programs. This is the time when traffic is really heavy.

If this is the case, Regent Pascual asked why is there a need for a building when the University can just rent a place since classrooms will just be used for a few hours at night.

The President gave the Board a brief background of this project. UP, she said, tried to look for a building and if it is going to be at the Central Business District, lease is going to be very, very expensive. She said that she had a meeting with then Secretary of Energy Raphael Perpetuo Lotilla since the Department was leasing out land in the area but was informed that they are really congested.

The other alternative, according to President Roman was the offer of Mayor Binay of a building at the University of Makati. The President sat down with Mr. Tom Lopez but was not welcomed for fear that the UP presence would attract rivalists. However, they were willing to give UP one whole building which they were willing to renovate, but UP would have to shoulder the renovation.

The President said that UP also talked to Mayor Tinga who was willing to give UP a land but the University should build the building where Taguig would have air rights over the building, meaning they plan to build additional floors.

The Chair reiterated his request for a feasibility study before the Board acts on the proposal. He said that there is no urgency since school opens in June and there is still a need to put up the building.

President Roman explained that BCDA needs the Board’s go signal since its own Board has already approved this project. This is already five years in the making and this has been discussed by the Deans of Law, Engineering, Business Administration and Statistics.

Regent Gonzalez informed the Board that she attended the briefing on UP’s Land Use Plan hosted by the Vice President for Development and all the questions in her mind were taken up in that briefing. She fears that if the Board does not act on this proposal, UP would lose the area being offered by BCDA.

Regent Sarmento asked where UP would get the money. He said that UP cannot even improve the College of Law without the donations.

It is just Php3.6M a year, according to the President. There is a provision for escalation but the escalation is not to be rendered in cash and therefore is not going to be part of the annual remittance to BCDA. Instead, the amount equivalent to the 5% escalation shall be in the form of scholarships for BCDA staff who may avail of UP’s educational programs. Admission shall always be in accordance with UP rules.

The colleges that intend to establish presence/offer courses are the following: College of Law, College of Business Administration, College of Engineering and the School of Statistics. Later, other units may want to join these units in offering programs in the area.

Board action: APPROVAL.

N.B. Chair Angeles clarified if UP Presence means the establishment of a branch.
treatments, dose calculation and measurement, and introduction of new technology. In the Philippines, there are 30 locally available Radiation Oncology Medical Physicists (ROMPs) who typically spend one hour per week in teaching and little time in research. This is well below the situation in Thailand where the number of locally available ROMPs is 76, each typically spending 5 hours per week in teaching and research. With the rapid advances in medical and health technology, the demand for more medical or health physicists is inevitable, both in the local and global setting.

By offering this applied physics program, which is focused on health and medical applications, a pool of adequately-trained graduates will be produced who could pursue a career in medical physics.

The graduates will be equipped with analytical, computational and experimental skills needed in radiation dosimetry, radiation protection and medical imaging. Graduates of the proposed program can undertake continuing professional development as a member of the professional staffs. The graduates can perform this function for they will have developed competencies enabling them to collaborate with members of the health physics community. They can also participate in research activities since they will have acquired needed tools for research.

Graduates of this program will also have the necessary foundation to help them acquire knowledge and experience requisite to assuming a leadership role in the health physics profession. An addition of two years of clinical training will better prepare them to work as medical health physicists. A graduate degree in health and medical physics gives them the authority to act as radiation safety officers in hospitals, government institutions and various industries.

Graduates can also work in academic and research institutions, government regulatory agencies as well as private companies and industries. They can also proceed to take an MS or PhD in any field of Physics or Biomedical Engineering.

UP Diliman and UP Los Baños also offer Bachelor of Science in Applied Physics. However, these programs have different concentrations. In UP Diliman, the concentrations are Instrumentation Physics and Materials Physics. In UP Los Baños, students may specialize in Instrumentation, Computer Hardware or Agricultural Physics. The proposed BS Applied Physics program (Health Physics Concentration) is unique in the UP System as its applications are geared towards health and medical sciences, at the same time maintaining a sound and robust applied physics core training of the students. As The Health Sciences of the UP System, UP Manila is in a good position to offer this program.

Program Goals

Upon completion of the program, the graduates should be able to:

• Apply theoretical, computational and experimental physics in a workplace;
• Demonstrate an understanding of the research process and its relationship to current and future health and medical physics activities;
• Continue to acquire knowledge and experience requisite to assuming a leadership role in the health and medical physics profession; and
• Function collaboratively with members of the health and medical physics community and representatives from related health and safety professions.

Board action: APPROVAL.
and there should be, at least, a consensus among the faculty on their commitment to shoulder the additional load.

b.) Faculty Fellows or those on study leave with pay, especially those enrolled abroad or who, at some point during the leave, go abroad as part of their study program, may be further subject to other requirements imposed by the National Government (e.g., NEDA, DFA, etc.).

It shall be the duty of the Vice Chancellor for Academic Affairs to keep abreast of these rules, keep the faculty informed, and enforce the rules.

Any provision not contrary to the above shall remain.

**Board action:** APPROVAL IN PRINCIPLE. The Staff Regent recommends the creation of a Committee that would operationalize the guidelines for the non-teaching personnel.

N.B. The Staff Regent pointed out that the proposal stipulates that the existing guidelines for faculty on study leave with pay be made applicable as well to non-teaching fellows. Regent Cabrera explained that the faculty and the non-teaching staff are not exactly similarly situated. Thus, he proposed the creation of a Committee under the Office of the President composed of non-teaching personnel who would study the guidelines and ensure that these would assist the non-teaching personnel in their pursuit of their studies. He specifically recommended that the Union is represented in the Committee.

**Request for Extension of the Support for the Incentive Package of Dr. Gilda C. Rivero, Chancellor, UP Mindanao from 1 March 2010 to 28 February 2013**

The President endorses the request of UP Mindanao for the extension of the support for the incentive package of Dr. Gilda C. Rivero (UP Diliman faculty) during the duration of her chancellorship, from 1 March 2010 to 28 February 2013. In addition to her salary, the following are requested for Chancellor Rivero:

1. Fifty Percent (50%) of the basic annual salary as incentive allowance;
2. Free housing unit or actual rental cost not exceeding PhP5,000/month, excluding utilities; and
3. Two (2) free round trip transportation costs to be enjoyed anytime of the year.

The incentive package for visiting faculty from other CUs to UP Mindanao earlier approved by the Board of Regents at its 1152nd meeting on 26 July 2001 and subsequently amended at the Board’s 1160th meeting on 23 May 2002, 1166th meeting on 2 December 2002, and 1192nd meeting on 26 July 2001 and subsequently amended at the Board’s 1160th meeting on 28 February 2013. In view of the foregoing, it is recommended that the tenure rule cannot be appointed to a permanent item.

Because this request of UP Mindanao is outside of the period for that incentive package, there is need for Board approval.

Regent Gonzalez opined that the incentive package approved by the Board is really small. Considering the difficulty of an out of station assignment, she moved for an approval of the request. This motion was seconded by Regent Pascual and was subsequently approved.

Chair Angeles remarked that they are not against the granting of the request. But the same incentive should be given to similarly situated faculty and staff.

Regent Taguiwalo stressed that the faculty and the staff should be made aware that the BOR looks at them on equal footing.

**Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. MICHIO Y. REYES, Assistant Professor, Asian Center, UP Diliman, Effective 1 June 2010 until 31 May 2011**

Prof. Michiyoko Yoneno-Reyes is a Japanese national whose appointment as Assistant Professor 6 will end on 31 May 2010. She is currently on the final stage of her dissertation for Ph.D. in Philippine Studies in UP Diliman. Prof. Reyes has been rated satisfactory by her students as reflected in her 1.873 average SET score for academic year 2009-2010. She has a book chapter entitled, “The Memory of the Sea: The Itneg Courtship Song Salen Dumay” in Injunction Between Filipinos and Japanese: Transborder Insights and Reminiscences published by Kultura’s Wika in 2007 and forthcoming publications including refereed article in Humanities Diliman and in the National University of Singapore Press book, and a paper to be included in a conference proceedings and in Journal of University of Malaya. Finally, Prof. Reyes has been a major intermediary of the Center with Japan Foundation, the Japanese Embassy and other institutions.

Prof. Reyes meets all the minimum requirements for tenure, however, her foreign citizenship prevents the Center from recommending her for tenure. Based on Opinion issued by the Diliman Legal Office in June 2004 re: Prof. Jean Christopher Gaillard’s case, foreign professors cannot be appointed to a permanent item.

In view of the foregoing, it is recommended that the tenure rule be waived for the renewal of the appointment of Prof. Reyes effective 1 June 2010 until 31 May 2011. Approval of such waiver for the subsequent renewal of Prof. Reyes’ temporary appointment subject to the recommendation and strong justification of her unit is further recommended.

**Board action:** APPROVAL.

**Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Dr. DAVIS P. THARAYIL, Associate Professor 1, UP Diliman Extension Program in Pampanga, Effective 1 April 2010 until 31 March 2011**

Dr. Davis P. Tharayil of the UP Diliman Extension Program in Pampanga, is an Indian national, whose appointment as Associate Professor 1 ended on 31 March 2010. He obtained his Ph.D. in Psychology from UP Diliman in 2005. Dr. Tharayil has been rated very satisfactory by his students as reflected in his 1.557 average SET score for academic year 2009-2010. His latest article entitled, “Perceptions of Family of Origin Among Lonely Adult Filipino Males With Schizophrenia: A Qualitative Analysis” was published in an ISI-indexed journal, the American Journal of Men’s Health, Volume XX, Number X in 2009. He has also two
researches published in refereed journals both in 2007, as follows: (1) “Self, Social and Family Perceptions in Relation to Loneliness Controlling for Depression Among Individuals with Schizophrenia” in The Internet Journal of Mental Health, and (2) the “Intra and Interpersonal Perceptions of Lonely Individuals Affected by Schizophrenia: A Qualitative Analysis: in DANYAG: UPV Journal of Humanities. Further, he has an ongoing research project entitled “Developing the UP Centennial Scale of Loneliness (UPCSL): A Holistic and Cross-Cultural Measurement” which is funded by the Office of the Vice-Chancellor for Research and Development. Finally, Dr. Tharayil spearheaded the revision of the Psychology Curriculum and has been serving as a Faculty Counselor in the UPDEPP since 2005.

Dr. Tharayil meets all the minimum requirements for tenure, however, his foreign citizenship prevents the College from recommending him for tenure. Based on Opinion issued by the Diliman Legal Office in June 2004 re: Prof. Jean Christopher Gaillard’s case, foreign professors cannot be appointed to a permanent item.

In view of the foregoing, it is recommended that the tenure rule be waived for the renewal of the appointment of Prof. Tharayil effective 1 April 2010 until 31 March 2011. Approval of such waiver for the subsequent renewal of Prof. Tharayil’s temporary appointment subject to the recommendation and strong justification of his unit is further recommended.

Board action: APPROVAL

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Dr. MA. SHEILA M. SIMAT, Assistant Professor, Department of Humanities, College of Arts and Sciences, UP Los Baños, Effective 1 June 2010 until 31 October 2010

Dr. Simat was hired as an Assistant Professor on June 15, 2007. She earned the Doctor of Arts degree in Language Literature from the University of Eastern Philippines in 2007. Her article entitled, “Aristotle’s Poetics as Reflected in the Three Shakespearean Tragedies” will soon be published in the forthcoming issue of the UPLB Journal as certified by the Director of the University Publications Office.

Board action: APPROVAL

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Dr. GUILLERMO M. NUESCA, Professor 2, Institute of Chemistry, College of Science, UP Diliman, Effective 1 June 2010 until 31 May 2011

Dr. Guillermo M. Nuesca was originally given a temporary appointment as Professor 2 in June 2007. His main research interest is surface and materials chemistry, particularly studying advanced materials and processes related to semiconductor technology and nanotechnology. He has more than a dozen refereed and highly cited international journal publications/scientific conference papers. He is currently preparing manuscripts for submission to scientific journals. Dr. Nuesca is the project leader of the two (2) on-going research projects funded by NSRI and CHED, and a new research project funded by DOST-PCASTRD which will start this year (2010) in collaboration with the Department of Chemistry, University of Houston.

Dr. Nuesca is a member of the Inorganic Chemistry and Head of the Physical Chemistry academic groups of the Institute of Chemistry. He also teaches graduate courses for the Materials Science and Engineering Program of the College of Science. Aside from his teaching duties, Dr. Nuesca actively serves the Institute as a course coordinator and frequent reader or examiner to graduate students’ research proposals and thesis.

The Institute of Chemistry has just updated its BS Chemistry curriculum, establishing new integrated laboratory courses. Dr. Nuesca is among the essential faculty leading the research and development of laboratory experiments for the advanced chemistry courses, Chemistry 102.1 and Chemistry 102.2 which will be implemented in the 2nd semester of AY 2010-2011.

Dr. Nuesca has satisfied all the tenure requirements of the College of Science except the mentoring of graduate students leading to their thesis defense. At present, Dr. Nuesca is actively mentoring three (3) BS thesis students, an MS student expecting to defend her thesis by May 2010 and two PhD students starting their thesis, 1st semester of AY 2010-2011. His SET average for 1st semester 2009-2010 is 1.5049. The Director of the Institute of Chemistry is optimistic that by the end of the AY 2010-2011, Dr. Nuesca will be able to satisfy the tenure requirements of the college. (The College of Science has stricter tenure requirements than the UP System.)

Board action: APPROVAL

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. OMAR F. ZUBIA, Assistant Professor, Institute of Agricultural Engineering, College of Engineering and Agro-Industrial Technology, UP Los Baños, Effective 1 June 2010 until 31 October 2010

Engr. Zubia has been with UPLB since 21 July 2003. He was promoted to Assistant Professor in June 2007 after he earned his master’s degree. He is currently pursuing graduate studies leading to a PhD degree in Agricultural Engineering under the Engineering and Research Development for Technology Scholarship Program of the Department of Science and Technology. His article entitled, “Anthropometric Profile of Male Farmers in the Province of Laguna, Philippines” has been accepted for publication by the Philippine Journal of Agricultural and Biosystems Engineering (PJABE).

A competent and diligent faculty member, Prof. Zubia has received good rating from his students. His pleasant disposition fares very well among students, peers and colleagues.

Board action: APPROVAL

Request for Grant of Extension of Waiver of the Faculty Tenure Rule in Favor of Prof. RICA P. CAINGLET, Assistant Professor 1, College of Arts and Sciences, UP Visayas, Effective 1 June 2010 until 31 October 31 2010

Educational Background

- Bachelor of Science in Chemistry, UP Diliman, 1993
- Master of Science in Chemistry, UP Diliman, 2006
- Licensed Chemist

Employment Record in UPV

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- Consistently obtained “Very Good” to “Excellent” ratings for her teaching performance
• Currently, Chairperson, Department of Chemistry, College of Arts and Sciences

Research Involvement


She is involved in the preparation of the project proposal on bio-ethanol in collaboration with UP Los Baños.

Status of her article for publication

• The Executive Editor, Dr. Ebonia B. Seraspe, certified (dated March 8, 2010) that the paper of Prof. Cainglet is included in Volume 14, No. 1 (2009) of the UPV Journal of Natural Sciences. The journal is now on its final editing stage.

The UPV Academic Personnel and Fellowship Committee in its March 22, 2010 meeting, recommended the grant of waiver of Article 178 of the UP Code in favor of Prof. Rica P. Cainglet to facilitate the renewal of her appointment, effective 1 June 2010 until 31 October 2010.

Board action: APPROVAL

Request for Grant of Extension of Waiver of the Faculty Tenure Rule in Favor of Prof. CONCEPCION P. PONCE, Assistant Professor 1, College of Arts and Sciences, UP Visayas, Effective 1 June 2010 until 31 October 31 2010

Educational Background

• Bachelor of Science in Chemistry, UP Diliman, 1999
• Master of Science in Chemistry, UP Diliman, 2006
• Licensed Chemist

Employment Record in UPV

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• Consistently obtained “Very Good” ratings for her teaching performance
• Expertise in Quantum Chemistry
• Currently doing a research on humic acids and is continuing her research on nano-particles

• Plans to hold a workshop for fabrication of instruments and on computing methods involved in quantum chemistry
• Currently, College Coordinator of Instruction, CAS

Research Involvement

Prof. Ponce has presented her work in the following scientific conferences:

• Dinglasan, J., Ponce, C., Velentalic, E., Lim,L.H., and Goh, M.C. “Self-Assembly of Silver/Polyacrylate (AgPAA) Nanocomposites”, In 230th ACS National Meeting Washington DC, August 2005
• Ponce, C., Payawan, L. and Goh, M.C. “Syntheses and Characterization of Metal/Metal Sulfide Polyacrylate Nanocomposites”, In 19th Philippine Chemistry Congress, Iloilo City, May 2004

Status of her article for publication

• Ponce, Concepcion P. “Germicidal-lamp Assisted Synthesis of Silver and Gold Nanoparticles”. In UPV Journal of Natural Sciences, Volume 14, No. 1 (2009)

The Executive Editor of the said journal, Dr. Ebonia B. Seraspe, certified (dated March 3, 2010) that the paper of Prof. Ponce is included in volume 14, No. 1 (2009) of UPV Journal of Natural Sciences. The journal is now on its final editing stage.

The UPV Academic Personnel and Fellowship Committee in its March 22, 2010 meeting, recommended the grant of waiver of Article 178 of the UP Code in favor of Prof. Concepcion P. Ponce to facilitate the renewal of her appointment, effective 1 June 2010 until 31 October 2010.

Board action: APPROVAL

Request for Waiver of the Maximum Age Requirement in Favor of Prof. NAOMI P. CARNAJE, UP Visayas, to Enable Her to Qualify for Faculty Fellowship/Study Leave with Pay, Effective School Year 2010-2011

Employment History

1. Transferred from West Visayas State University to the School of Technology (SoTech), UP Visayas on 8 June 2009
2. Holds the rank of Assistant Professor 6 on temporary status
3. Already 54 years old when she joined UP Visayas
4. Finished the course requirements for the Doctor of Sustainable Development Studies at Iligan Institute of Technology, Mindanao State University in the Second Semester, AY 2005-2006

Request

Prof. Carnaje will be starting her dissertation in Summer 2010. She is applying for full-time study leave with pay privilege effective AY 2010-2011 to continue work on her dissertation and earn her doctoral degree.
Justification

The degree program she is pursuing is relevant in the current curricular programs of SoTech, namely BS Chemical Engineering and BS Food Technology. She also hopes to publish while working on her dissertation.

Policy Consideration

1. A faculty member is qualified for the fellowship/study leave grant if he/she has not exceeded the age limit of 40 years. The age requirement may be raised to 50 years old for local graduate studies upon the recommendation of the UPV-AcPFC and approval of the Chancellor.
2. Prof. Carnaje has to satisfy the minimum requirements for tenure before 31 May 2012; thus, she has two years to publish a peer-reviewed journal.

Recommendation

The UPV Academic Personnel and Fellowships Committee, in its March 22, 2010 meeting, recommends waiver of the maximum age limit of 40 years in favor of Prof. Naomi P. Carnaje.

Board action: APPROVAL

Request for Waiver of the Rule on Study Leave with Pay in Favor of Mr. JEROME GENODEPA, University Researcher II, UP Visayas

Mr. Genodepa, University Researcher II on permanent status went on study leave with pay to pursue the Doctor of Philosophy degree at James Cook University in Queensland, Australia. He is a recipient of a three-year Postgraduate Research Scholarship from the same institution. He needs one more year (after two years of PhD studies) to complete the program and earn his PhD degree. The BOR policy on study leave with pay for non-teaching personnel provides a maximum period of two years only.

The rule on faculty fellowships and full study leaves for faculty states that faculty members pursuing a doctoral degree may enjoy a fellowship or full study leave with pay up to four years (48 months) after a master’s degree or its equivalent has been earned.

At the 23rd meeting of the President’s Executive Staff held on 16 March 2010, the President endorsed to the Board the waiver of the rule on study leave with pay in favor of Mr. Genodepa.

Board action: APPROVAL

Request for Waiver on a BOR-Approved Rule on Sabbatical (specifically Provision No. 4) in Favor of Dr. LIBORIO S. CABANILLA, Department of Economics, College of Economics and Management, UP Los Baños, Effective 1 June 2010 until 31 May 2011

Dr. Cabanilla requests to go on sabbatical effective 1 June 2010 until 31 May 2011 to have a break from administrative and academic responsibilities. Having served the University for 37 years, he availed of this privilege only once in 1993 when he spent a year teaching Development Economics at the University of British Columbia (UBC) in Vancouver, Canada.

Dr. Cabanilla served as Executive Director of the Center for Policy and Development Studies (1995-1998), Dean of the College of Public Affairs (1998-2001), and Dean of the College of Economics and Management (2006-2009). In addition to the teaching duties assigned to him as Professor of the Department of Economics, he also served as Adviser to both Graduate and Undergraduate students in the College of Economics and Management.

The UPLB Academic Personnel Board noted that Dr. Cabanilla will turn 65 years old in July 2012, thus, will not be able to render the required service after the sabbatical. Quoted below is a pertinent provision of the BOR-approved rules on sabbaticals:

4. That the faculty member shall report back for service to the University immediately after his sabbatical.

Report back for service is understood to mean resumption of teaching duties or assumption of administrative assignment for at least two years.”

In view of the above, a waiver is requested.

Board action: APPROVAL

Request for Waiver of Tuition and Other Fees of Fourteen (14) Southeast Asian Students who will Enrol this Summer 2009-2010 in the Asian Emporium Course 2010, at the UP Center for International Studies

Dr. Cynthia Neri Zayas, Officer-in-Charge of the Center for International Studies (CIS) is requesting the waiver of tuition and other fees of fourteen (14) Southeast Asian Students who will enrol this Summer 2009-2010 in the Asian Emporium Course 2010. Upon consultation of Director Ma. Crisanta N. Flores of the Office of Extension Coordination (OEC) with AVP Florinda Mateo, all but one university the Asian students belong to are also member-universities of the ASEAN University Network (AUN). The Asian Emporium course is also a project under SEASREP of which UP is very much engaged and involved with.

The SEASREP project has benefited 16 UP students who also went to these universities and took Asian Emporium Course since 2005 with no tuition and other fees charged to UP Diliman and to the students.

Board action: APPROVAL

Proposal of the Office of Scholarships and Student Services (OSSS) for Waiver of the Financial Obligation of Deceased UP Students under the Student Loan Program

The Chancellor of UP Diliman is endorsing the proposal of the Officer-in-Charge of the Office of Scholarships and Student Services (OSSS), UP Diliman for the waiver of the financial obligation of deceased students under the Student Loan Program. The OSSS will require the relative of the deceased students to submit an NSO certified death certificate to initiate the process. The principal amount of the loan will be charged against the interest income of the Student Loan Program which stands at PhP4,841,887.09.

At present, based on the OSSS records, there are eleven (11) deceased students whose total loans amount to PhP26,589.00

This proposal was adopted by the Chancellors of the other CUs during the PAC meeting held on 7 May 2010.

Board action: APPROVAL

Request of Dr. ELIZABETH A. PASTORES-PALFFY for Refund of PhP144,736.74 Representing Overpayment of the Money Equivalent of her Scholastic Return Service Obligation to the University

This refers to the letter-request dated 20 February 2010 of Dr. Elizabeth A. Pastores-Palffy for a refund of PhP144,736.74 representing overpayment of the money equivalent of her scholastic return-service obligation to the University.

Records show that, following the demand letter sent by the Diliman Legal Office dated 31 July 2009 requiring Dr. Pastores-Palffy to pay the amount of PhP26,846.44, Dr. Pastores-Palffy has an overpayment of
PhP144,736.74. Per 1243rd meeting of the Board of Regents held on 29 May 2009, no equity and interest charges shall be included if the contractual obligation is paid at the end of 2009 as in the case of Dr. Pastores-Palffy.

Since Dr. Pastores-Palffy settled her contractual obligation on 1 December 2009, which is within the deadline set by the Board for entitlement to the waiver on interests and equity charges, the return of the amount of PhP144,736.74 is recommended. The Board of Regents in its 1254th meeting on 25 February 2010 has similarly approved the refund of Mr. Mervyn Paul B. Rostrata amounting to PhP216,823.76.

**Board action:** APPROVAL.

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Dr. GISELA P. CONCEPCION, Professor 5 (part-time), Marine Science Institute, College of Science, UP Diliman, Effective 1 June 2010 until 31 May 2011**

Dr. Concepcion has been teaching graduate courses in the Marine Biotechnology Program. She has been research adviser of several graduate students within this program and also in other UP Institutes.

Dr. Concepcion would continue with her research projects as program leader of the Pharmaseas Marine Drug Discovery Program and Project Leader of the ICBG (International Cooperative Biodiversity Group) – PMS (Philippine Mollusk Symbiont). She is also pursuing other biomedical projects such as the flu vaccine project. These projects are attracting more committed and competent researchers to the Institute and this will contribute significantly to the development of science and technology in UP and in our country.

Dr. Concepcion is Chair, Special Office of Initiatives for Advancement of the Sciences, Office of the Dean, College of Science, and is a member of the planning team of the proposed Genome Center headed by UP Vice President Amelia P. Guevara.

**Board action:** APPROVAL.

**Request for Temporary Waiver of Faculty Tenure Rule in Favor of Prof. CHERYL D. AGDACA, Assistant Professor, Institute of Biological Sciences, College of Arts and Sciences, UP Los Baños, Effective 1 June 2010 until 31 October 2010**

Prof. Agdaca was first appointed as Instructor 2 on 20 January 2006 and was reappointed as Assistant Professor 1 in 2007 when she obtained her MS Genetics from UP Los Baños (GWA of 1.07). Her paper entitled “WA-CMS FERTILITY RESTORER GENE RESTORES FERTILITY OF A CYTOPLASMIC MALE STERILE LINE OF RICE (Oryza sativa L.) DEVELOPED FROM A MUTAGENIZED SOURCE” has just been accepted for publication by the Philippine Agricultural Scientist. Prof. Agdaca was personally informed by the editor, Dr. de Guzman, that her paper will be included in the June 2010 issue of the journal.

Prof. Agdaca is a graduate of BS Biology (Magna Cum Laude) from St. Louis University in 2001. As a graduate student, she diligently conducted her thesis in the International Rice Research Institute (IRRI) as Affiliate MS Thesis Scholar enthusiastically learning various laboratory procedures and techniques. Since 2006, she has served as a teacher of Biology and Genetics in IBS. In accordance with the staffing pattern of the Genetics and Molecular Biology division (GMBD) where Prof. Agdaca belongs, she plans to pursue a doctoral degree in Molecular Genetics.

**Board action:** APPROVAL.

**Request for Temporary Waiver of Faculty Tenure Rule in Favor of Prof. EDMUND G. CENTENO, Assistant Professor, College of Development Communication, UP Los Baños, Effective 1 June 2010 until 31 October 2010**

Prof. Centeno earned his MS DevCom degree in the second semester of AY 2006-2007. His journal article, titled “Communicating and Participation of Selected E-Forum Participants in the Learning Modes Used in the IBSEA Project on Participatory Development Communication,” has already been published in the second issue of the Philippine Journal of Development Communication (Vol. 2, January-December 2009). This research has also been presented in an international conference in Bangkok, Thailand in 2008, and in the national conference in Manila, Philippines in 2009.

Prof. Centeno serves as the current Chair of the Department of Educational Communication (DEC). He has been teaching at the Department since July 2001. He has performed very satisfactorily as a faculty of College of Development Communication (CDC).

Aside from teaching, Prof. Centeno has been involved in a number of College and University committees and activities. He is a member of the UPLB Curriculum Committee, UPLB RGEP Executive Committee, CDC Academic Personnel Committee, CDC Curriculum Committee and the CDC Instruction Committee, among others.

This is a stop gap measure while Prof. Centeno’s tenure papers are being processed.

**Board action:** APPROVAL.

**Request for Temporary Waiver of Faculty Tenure Rule in Favor of Prof. MARLO D. MENDOZA, Assistant Professor 3, Department of Social Forestry and Forest Governance, College of Forestry and Natural Resources, UP Los Baños, Effective 1 June 2010 until 31 October 2010**

Prof. Mendoza has been with his department since June 2007. He has consistently earned rave evaluations from his students. He obtained a BS degree in Forestry from UPLB and a Master’s degree in Development Management at the Asian Institute of Management. His article entitled “A Review of Opportunities and Constraints to Forest Financing in the Philippines” has been accepted for publication in the Ecosystems and Development Journal. Prof. Mendoza is currently on secondment to the DENR where he serves as OIC of the Forest Management Bureau.

**Board action:** APPROVAL.

**FINANCIAL MATTERS APPROVED**

**UP Internal Operating Budget for 2010**

The UP Internal Operating Budget for CY 2010 is in the amount of PhP 8,476 million. Funding sources are as follows:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount (in Thousand Pesos)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>PhP 7,270,872</td>
</tr>
<tr>
<td>Revolving Fund</td>
<td>PhP 1,205,363</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>PhP 8,476,235</strong></td>
</tr>
</tbody>
</table>

**Board action:** APPROVAL.
The Table below details the allocation for Personal Services (PS), Maintenance and Other Operating Expenses (MOOE), and Capital Outlay (CO).

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>TOTAL</th>
<th>PS</th>
<th>MOOE</th>
<th>TOTAL</th>
<th>CO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total General Fund *</td>
<td>7,270,872</td>
<td>4,629,605</td>
<td>1,358,332</td>
<td>5,987,937</td>
<td>1,282,935</td>
</tr>
<tr>
<td>CUs</td>
<td>5,464,943</td>
<td>3,603,147</td>
<td>628,361</td>
<td>4,231,508</td>
<td>1,233,435</td>
</tr>
<tr>
<td>PGH</td>
<td>1,805,929</td>
<td>1,026,458</td>
<td>729,971</td>
<td>1,756,429</td>
<td>49,500</td>
</tr>
<tr>
<td>Total Revolving Fund</td>
<td>1,205,363</td>
<td>351,461</td>
<td>790,915</td>
<td>1,142,376</td>
<td>62,987</td>
</tr>
<tr>
<td>CUs</td>
<td>677,191</td>
<td>186,203</td>
<td>449,625</td>
<td>635,828</td>
<td>41,563</td>
</tr>
<tr>
<td>PGH</td>
<td>528,172</td>
<td>165,258</td>
<td>341,290</td>
<td>506,548</td>
<td>21,624</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>8,476,235</td>
<td>4,981,066</td>
<td>2,149,247</td>
<td>7,130,313</td>
<td>1,345,922</td>
</tr>
<tr>
<td>CUs</td>
<td>6,142,134</td>
<td>3,789,350</td>
<td>1,077,986</td>
<td>4,867,336</td>
<td>1,274,798</td>
</tr>
<tr>
<td>PGH</td>
<td>2,334,101</td>
<td>1,191,716</td>
<td>1,072,261</td>
<td>2,262,977</td>
<td>71,124</td>
</tr>
</tbody>
</table>

* Includes Automatic Appropriations for Retirement & Life Insurance Premiums (RLIP) of P354.071 million (CUs - P279.885 million and PGH - P74.186 million)

Board action: APPROVAL.

N.B. President Roman presented the UP Internal Operating Budget for 2010. She explained that the procedure involved is – after getting the UP budget from the National Government sometime in March, they proceeded to prepare the Internal Operating Budget.

The UP budget for this calendar year, 2010 is P8.476 Billion, P7.2 Billion of which comes from the National Government and P1.2 Billion comes from UP’s income which is called the Revolving Fund. This does not include SSL III yet, but the DBM promised that the University would likely get the second tranche of SSL III. She estimates that the additional budget would amount to P700 Million.

Regent Taguiwalo said that her concerns are the IOB and eventually the proposed implementation of the Magna Carta of Women in the University which the President’s Committee is looking into.

President Roman explained that this is a law that took effect in August 2009. There is a provision in that law that says that 5% of an Agency’s budget must be devoted to gender related programs. If the UP were to use the DBM’s format, 5% would amount to something like P250 Million. The President’s Committee of which the President and Regents Gonzalez and Taguiwalo are members is doing a gender audit. They are looking at the UP’s budget for gender related programs.

Chair Angeles requested that the BOR be given a report of this Committee.

Regent Taguiwalo explained that the Magna Carta of Women, unlike other gender related laws now have some sanctions. She thinks that while the University has not really come out with specific policy on how it would be implemented, the University should at least come up with an initial budget for this.

President Roman said that they would wait for the results of the gender audit.

Budget Proposal for CY 2011 in the amount of P18.5 Billion

<table>
<thead>
<tr>
<th>University of the Philippines</th>
<th>Amount ('000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baseline, CY 2010 GAA</td>
<td>6,916,801</td>
</tr>
<tr>
<td>Additional Requirement</td>
<td>11,612,632</td>
</tr>
<tr>
<td>Total</td>
<td>18,529,433</td>
</tr>
</tbody>
</table>

The additional requirements over and above the baseline budget are the following:

A. PERSONAL SERVICES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount ('000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Agricultural Mechanization Development Program</td>
<td>3,654</td>
</tr>
<tr>
<td>2. Additional Faculty Items for UP Diliman, UP Manila, UP Visayas, UP Mindanao, UP Open University and UP Baguio</td>
<td>238,331</td>
</tr>
<tr>
<td>3. Regularization of Existing Casual</td>
<td>57,592</td>
</tr>
<tr>
<td>4. Hazard Pay Component of the Magna Carta for Health Workers for UP Manila</td>
<td>34,000</td>
</tr>
<tr>
<td>Amount (’000)</td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td></td>
</tr>
<tr>
<td>5. Faculty/Staff/Research Development</td>
<td>24,772</td>
</tr>
<tr>
<td>6. Lump sum for allowance/honoraria for UP Manila Clinical Faculty (WOC)</td>
<td>25,000</td>
</tr>
<tr>
<td>7. Lump sum for honoraria, allowances and overload teaching</td>
<td>4,148</td>
</tr>
<tr>
<td>8. SSL 3 Differential - 1st Tranche</td>
<td>703,512</td>
</tr>
<tr>
<td>9. Philippine Genome Center</td>
<td>2,500</td>
</tr>
<tr>
<td>10. Differential for Re-allocated Positions</td>
<td>53,716</td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
<td><strong>1,147,225</strong></td>
</tr>
</tbody>
</table>

### B. MOOE

<table>
<thead>
<tr>
<th>Amount (’000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Engineering R&amp;D for Technology</td>
</tr>
<tr>
<td>2. National Science Complex</td>
</tr>
<tr>
<td>3. Agricultural Mechanization Development Program</td>
</tr>
<tr>
<td>4. National Institute of Molecular Biology &amp; Biotechnology (BIOTECH), UPLB</td>
</tr>
<tr>
<td>5. Scholarship</td>
</tr>
<tr>
<td>6. Philippine Genome Center</td>
</tr>
<tr>
<td>7. Additional MOOE to meet budget deficiencies for Existing programs &amp; projects</td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
</tr>
</tbody>
</table>

### C. Capital/Equipment/Land & Land Improvement Outlays

<table>
<thead>
<tr>
<th>Amount (’000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Capital Outlays (Building and Structures Outlay)</td>
</tr>
<tr>
<td><strong>UP Diliman</strong></td>
</tr>
<tr>
<td><strong>Engineering Research &amp; Technology for Technology (ERDT)</strong></td>
</tr>
<tr>
<td><strong>National Science Complex</strong></td>
</tr>
<tr>
<td><strong>School of Statistics</strong></td>
</tr>
<tr>
<td><strong>Philippine Genome Center</strong></td>
</tr>
<tr>
<td><strong>Baseline, CY 2010 GAA</strong></td>
</tr>
<tr>
<td><strong>Additional Requirement</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

### C. Capital/Equipment/Land & Land Improvement Outlays

<table>
<thead>
<tr>
<th>Amount (’000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Capital Outlays (Building and Structures Outlay)</td>
</tr>
<tr>
<td><strong>UP Manila</strong></td>
</tr>
<tr>
<td><strong>UP Visayas</strong></td>
</tr>
<tr>
<td><strong>UP Mindanao</strong></td>
</tr>
<tr>
<td><strong>UP Open University</strong></td>
</tr>
<tr>
<td><strong>UP Baguio</strong></td>
</tr>
<tr>
<td><strong>UP System Administration</strong></td>
</tr>
<tr>
<td>2. Equipment Outlays</td>
</tr>
<tr>
<td><strong>Engineering Research &amp; Technology for Technology (ERDT)</strong></td>
</tr>
<tr>
<td><strong>National Science Complex</strong></td>
</tr>
<tr>
<td>3. Land and Land Improvement Outlays</td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
</tr>
<tr>
<td><strong>Baseline, CY 2010 GAA</strong></td>
</tr>
<tr>
<td><strong>Additional Requirement</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>
D. Provision for Centennial Fund under R.A. 9500

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount ('000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. UP System Administration - Additional MOOE</td>
<td>300,000</td>
</tr>
<tr>
<td>Sub-total</td>
<td>300,000</td>
</tr>
<tr>
<td>Total, UP System and other CUs</td>
<td>8,288,270</td>
</tr>
</tbody>
</table>

2. PGH

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount ('000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Personal Services (787 items and other benefits)</td>
<td></td>
</tr>
<tr>
<td>1. Deficit in Health Workers' Benefits (Full implementation of RA 7305)</td>
<td>116,625</td>
</tr>
<tr>
<td>2. Terminal Leave Benefits</td>
<td>69,036</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>University of the Philippines</th>
<th>Amount ('000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. MOOE</td>
<td>877,736</td>
</tr>
<tr>
<td>1. “Tatak PGH Plus”</td>
<td>10,000</td>
</tr>
<tr>
<td>2. Capital Outlay</td>
<td>1,008,860</td>
</tr>
<tr>
<td>3. Equipment Outlay</td>
<td>912,096</td>
</tr>
<tr>
<td>Total, PGH</td>
<td>3,324,362</td>
</tr>
<tr>
<td>Grand Total</td>
<td>Php11,612,632.00</td>
</tr>
</tbody>
</table>

The Budget Proposal for CY 2011 will be submitted to the Department of Budget and Management and the Commission on Higher Education.

Board action: APPROVAL.

N.B. The Proposed budget for 2011 according to the President is P18.5 Billion. This may be unrealistic according to the President but it should not be said that the University did not ask for what it actually needs.

The process involved in the budget preparation includes the following:
• Ask the CUs to submit their budget requirement;
• The System Administration looks at the more important projects;
• The projects and the proposed budget for them are consolidated; and
• Submission to the DBM.

Chair Angeles said that the budget for 2011 is P10 Billion higher than the 2010 budget. President Roman said that the students tell her year after year that they have to ask everything from the Government.

Chair Angeles opined that with the higher budget that UP asks from the Government, the University should not increase its fees. President Roman replied that the University never gets what it wants. This strategy is to submit everything since the lawmakers who UP requests for budget from their pork barrels always advise the UP officials to put everything in the budget proposal so that it would be easy for them to justify.

Regent Chua proposed that if the UP would get the P18.5 Billion budget, students should be tuition free already.

President Roman said that for the UP to become a full-pledged research university, to be among the top universities in the world, the estimated budget is P50 Billion annually.

Grant of the 1st Rice Subsidy/Allowance for 2010

Under the Collective Negotiation Agreement (CNA) entered into by and between the University of the Philippines and the All UP Workers' Union and the All UP Academic Employees Union, which were both confirmed by the Board of Regents at its 1240th meeting on 28 January 2009, “the University agree, subject to the condition provided in Article XIII, section 1 and the availability of funds to provide:

“Rice subsidy (minimum of three (3) sacks of rice at PhP1,500.00 per sack) …”

The President requests authority to grant the 1st rice subsidy/allowance for 2010.

In the spirit of equity, it is further requested that the same rice subsidy/allowance of PhP1,500.00 be given to the Faculty, REPS and administrative personnel not covered by the CNA between the University and the two Unions – AUPWU & AUPAEU.

Board action: APPROVAL.

Authority for the President to Approve Faculty and Staff Promotions

When the agenda of the Board was prepared, the recommendations for faculty and staff promotions were still being processed at the CU levels. Hence, the request that the President be authorized to approve faculty and staff promotions, including those that need Board of Regents' approval (those at the Professor level/Salary Grade 26 level). The latter shall be submitted for confirmation by the Board of Regents.

This request is necessary for the University to meet deadlines set by the Department of Budget Management.

Board action: APPROVAL.
Proposed Grant of Cash Award to Employees of the Office of Admissions (OA)

To recognize the dedication and untiring efforts to come out with untainted UPCAT results at the earliest possible time, it is proposed that employees of the Office of Admissions (OA) be given cash award charged against the UPCAT Trust Fund. The cash award shall be given after the UPCAT results are released to regular, contractual, casual and regular emergency personnel who have performed satisfactorily during the UPCAT cycle for 2011. The cash award will be PhP10,000.00 each if there is at least 65,000 UPCAT applicants, and PhP8,000.00 each for less than 65,000 applicants.

It is further proposed that the cash award be given only if the target date for the release of the UPCAT results is met, which will be not later than the second working week of January 2011.

Currently, the OA has a total of 40 personnel, this will amount to a maximum of PhP400,000.00 or PhP320,000.00.

Board action: APPROVAL. Regent Cabrera proposed that the cash award be considered also for UPCAT Cycle 2010. President Roman said this would be subject to availability of funds.

Reprogramming of UP Diliman’s Unexpended Obligations Under the Revolving Fund in the amount of PhP19,053,552.08, Certified as Available by UPD Budget Office and Accounting Office, to be utilized as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Services</td>
<td>PhP9,053,552.08</td>
</tr>
<tr>
<td>Construction Outlay</td>
<td>PhP5,000,000.00</td>
</tr>
<tr>
<td>Equipment Outlay</td>
<td>PhP5,000,000.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>PhP19,053,552.08</strong></td>
</tr>
</tbody>
</table>

It is understood that disbursements from this reprogrammed fund shall be subject to the usual accounting, budgeting and auditing laws, rules and regulations.

Board action: APPROVAL.

Reprogramming of UP Los Baños’ Unexpended Obligations Under the General Fund in the amount of PhP50,000,000.00, Certified as Available by UPLB Chief Accountant and Budget Management Office Chief, to be utilized as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance &amp; Other Operating Expenses</td>
<td>PhP24,848,000.00</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>PhP19,170,000.00</td>
</tr>
<tr>
<td>Equipment Outlay</td>
<td>PhP5,982,000.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>PhP50,000,000.00</strong></td>
</tr>
</tbody>
</table>

It is understood that disbursements from this reprogrammed fund shall be subject to the usual accounting, budgeting and auditing laws, rules and regulations.

Board action: APPROVAL.

Consolidation of the Various Trust Accounts of the University Center for Integrative Studies (UCIDS) into a Single UCIDS Trust Account, to be utilized as follows:

- 60% for Equipment Outlay
- 40% for Maintenance & Other Operating Expenses

The various trust accounts were intended to support specific research projects. These research projects are either completed or no longer pursued. Dr. Celia T. Adriano, Officer-in-Charge of UCIDS, has certified that there are no other claims or pending charges against the trust accounts that will be consolidated. The consolidation of the trust accounts will support the new direction of UCIDS in raising the quality of public discourse in the University.

It is understood that the disbursements from this reprogrammed amount shall be subject to the usual accounting and auditing laws, rules and regulations.

Board action: APPROVAL.

Reprogramming of UP Open University’s Unexpended Obligations under the General Fund in the amount of PhP9,422,061.73, Certified as Available by UP Open University Chief Accountant and Budget Office Chief, to be utilized as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Services</td>
<td>PhP2,000,000.00</td>
</tr>
<tr>
<td>Maintenance &amp; Other Operating Expenses</td>
<td>PhP5,422,061.73</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>PhP2,000,000.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>PhP9,422,061.73</strong></td>
</tr>
</tbody>
</table>

The realignment is needed for the purchase and installation of an elevator at the UPLB Health Service.

It is understood that disbursements from this realigned fund shall be subject to the usual accounting, budgeting and auditing laws, rules and regulations.

Board action: APPROVAL.
It is understood that disbursements from this reprogrammed amount shall be subject to the usual accounting, budgeting and auditing laws, rules and regulations.

**Board action:** APPROVAL.

**Reprogramming of FIFTY MILLION PESOS (PhP50,000,000.00), Representing Unexpended Balances of the UP System Administration, as Certified Available by the Heads of the System Budget Office and the System Accounting Office, for Capital Outlay and Equipment Outlay**

It is understood that disbursements from this reprogrammed amount shall be subject to the usual accounting, budgeting and auditing laws, rules and regulations.

**Board action:** APPROVAL.

**Request of UP Diliman to Allocate 20% of the Undergraduate Tuition Increment to its Various Academic Units**

In the preparation of the annual IOB for UP Diliman for 2010 and every year thereafter, the academic units will be allocated funds equivalent to 20% of the tuition collected from the undergraduate programs according to a distribution formula developed in consultation with the deans at the meeting of the Chancellor with the deans held on 23 January 2010. The allocation formula is based on the number of units serviced by each academic unit for each academic program. The share of the academic units in the 20% will be computed following a specific formula.

The academic units will utilize the allocated funds to their units based on their proposed utilization plan. The utilization of the fund shall be aligned in support of the undergraduate program, consistent with the approved utilization of the tuition increase per 1216th BOR meeting on 15 December 2006.

The allocation of part of tuition income to the academic units is to rationalize resource allocation in UP Diliman in line with the UP System Plan (2005-2011) as approved by the Board of Regents. The allocation will also encourage the units to prioritize their projects subject to the funds available to them.

The share of the units will be allocated in trust funds to be created specifically for the unit as per their approved utilization plan.

**Board action:** APPROVAL.

**Proposal to Collect Laboratory Fees for Selected Physical Education Courses in the University**

**Background**

The University of the Philippines has always offered physical education (PE) courses free of charge, the only major Philippine university, public or private, to do so. PE courses and other athletic activities are funded by constituent universities from the collection of an athletic fee, ranging from P75 to P100 per semester, which is part of the miscellaneous fees paid by all students in the University. In UP Diliman, the athletic fee is used to support both the University’s participation in the University Athletic Association of the Philippines (UAAP) league activities and the regular PE course offerings.

The policy of not charging fee—tuition or laboratory—has given rise to a situation where some constituent universities have had to look for other courses to maintain PE facilities and to purchase PE equipment and supplies once the athletic fund runs out. In addition, it has encouraged students to take more than the required number of eight units of PE, further stretching the limited resources of the units offering PE courses. The cost of maintaining PE facilities and acquiring or replacing equipment and supplies keeps on increasing and has therefore become a funding problem. Moreover, it has affected the quality of teaching given the very limited facilities that are made available to the PE students.

**Studies and Recommendations on Financing PE Course**

To address the issues connected with financing PE courses, President Emerlinda R. Roman formed a study committee with Dante B. Canlas as chairman and Ernelea P. Cao and Roy C. Ybanez as members. The main recommendations contained in their “ Financing Required Courses in Physical Education in the UP System: A Committee Report,” are:

- Charge tuition for the service and elective PE courses following the tuition policy for academic courses;
- Charge laboratory fees, where appropriate, for all PE courses, whether service or elective; and
- Collect athletic fees from all other enrollees not taking up service PE courses in support of the sports program for the university community.

After an initial discussion in the 250th President’s Advisory Council Meeting on 12 May 2009, a PAC Committee was tasked to further study the matter. The Committee, consisting of Vice President for Academic Affairs Amelia P. Guevara, Vice President for Planning and Finance Edgardo G. Atanacio, Assistant Vice President for Planning and Finance Joselito G. Florendo and Dean Leilani L. Gonzalo of the UP Diliman College of Human Kinetics, proposed the following in the 253rd PAC Meeting held on 14 August 2009:

- Do not charge tuition for any PE course.
- Request the Board of Regents for approval to charge PE laboratory fees, according to a PE laboratory fee schedule per constituent university/campus starting the First Semester of Academic Year 2010-2011. Make sure prospective enrollees are sufficiently informed of the cost of taking each PE course before they enlist. Deposit the PE laboratory fee collection in a Trust Fund Account managed by the PE unit.
- Collect athletic fees from all undergraduate and graduate students each semester and one-half the semestral athletic fee during summer only in constituent universities/campuses where there are organized intramural and/or sports league programs. Request the Board of Regents for approval to charge new rates of athletic fees. Deposit the athletic fee collection in a Trust Fund account managed by the unit responsible for the sports program.
- The amount of the laboratory fee will depend on the resource requirements of the PE course. Some of the practical PE courses, such as Walking for Fitness and Running for Fitness, will remain free of charge. Those with minimal use of facilities, equipment and supplies, which comprise the majority of practical PE courses, will be charged a P100 laboratory fee. A few courses utilizing more resources will have a P250 laboratory fee, and the highest laboratory fee of P400 will be collected for resource-intensive PE courses, primarily for the aquatic sports programs of CU’s that maintain their own swimming pools. The collections will be deposited in Trust Fund Accounts and will be used solely to support the regular PE course offerings. The Fund will be used to rehabilitate and maintain PE facilities and equipment and to purchase supplies such as balls and pool chemicals.

After due deliberation and consultation/discussion with their own units, the Chancellors agreed to the recommendations: (1) not to charge tuition for PE courses, and (2) to collect laboratory fees for selected PE courses depending on the resources needed.
Proposal

It is proposed that laboratory fees in the amount of P100, P250, or P400 be collected for selected PE courses, depending on the resource requirements of the PE course. The laboratory fee is proposed to be collected by constituent universities beginning the First Semester of Academic Year 2010-2011, but initially shall apply to incoming freshmen.

Units offering PE courses shall determine which courses will be charged laboratory fees and at what rate. Moreover, constituent universities are urged to undertake sports programs that will involve not only those taking PE courses but all the other members of the UP community as a way of promoting physical education and wellness, solidarity, teamwork, sportsmanship, and friendly competition.

Board action: APPROVAL IN PRINCIPLE. Charging of Specific PE laboratory fees will need Board approval.

N.B. The President informed the Board that the University did a study of other Universities and found out that they charge tuition for Physical Education (PE) courses. UP does not charge tuition for PE courses. There is however, a plan to charge laboratory fees for selected PE courses. Chair Angeles reminded the President that before any fee could be charged there has to be student consultation. To this, the President agreed.

Student Regent Co pointed out that from the documents presented, it is clear that some constituent universities have already indicated what PE courses would require laboratory fees. Apparently, the proposals for the institution and increase in laboratory fees by colleges and institutes in the University, according to the Student Regent were crafted under the framework that the said colleges and institutes do not receive allocation for the procurement and upkeep of facilities and laboratory equipment from the tuition income collected from the students since the implementation of the Tuition and Other Fees Increase Policy in Academic year 2007-2008. It is clear from the Primer on the Proposal to Adjust Tuition and Other Fees that “UP’s (increased) income (from higher tuition and other fees) will be used to cover increasing cost of power and other utilities, procurement of equipment and upkeep of facilities, purchase of books and maintenance of journal and library subscriptions, and enhancement of teaching and research. “From the increased in tuition and other fees, according to Regent Co, there should be direct benefits to the students, e.g. teaching and research laboratories with state of the art equipment, improved student-computer ratios, increased internet access, easy access to a wider and updated collection of textbooks and reference materials, etc. It is the position of the Office of the Student Regent that the undergraduate tuition income collected from the students since 2007 should be used by the University consistent with the proposal that has been approved by the Board in its December 2006 meeting. Instead of imposing additional fees, the Student Regent proposes that the University should explore the full allocation of the tuition increment on expense items which shall truly be beneficial for the students (e.g. expenses for laboratory instruction). (Copies of the Position Paper of the Student Regent on the Proposed Laboratory Fee for PE Courses and other Laboratory Fees in the University were distributed to the members of the Board of Regents. A copy is also on file at the OSU Records).

The President appreciated the fact that the new Student Regent did her homework by reading materials dating 2006. It is true, President Roman said that tuition increment shall be used for equipment. In fact, UP Manila with tuition increment fund of Php78M has submitted a proposal for the purchase of equipment, but not for PE courses.

Chair Angeles reiterated that whatever PE laboratory fees will be proposed must go through the process of consultation before such are brought back to the Board for approval.

President Roman clarified that equipment for PE courses are indeed lacking for lack of allocation. The tuition increment really goes back to the colleges. In some campus it is used for new dormitories.

Proposal to Institute New Laboratory Fees in BS Computer Engineering (BS CoE), BS Electrical Engineering (BSEE) and BS Electronics and Communications Engineering (BSECE), College of Engineering, UP Diliman

Rationale

The Electrical and Electronics Engineering Institute (EEEI) offers three undergraduate degree programs – Bachelor of Science in Computer Engineering (BS CoE), Bachelor of Science in Electrical Engineering (BS EE) and the Bachelor of Science in Electronics and Communications Engineering (BS ECE). Effective instruction and training in the field of electrical and electronic engineering involves the proper treatment of both theory and practical applications. Many topics in the field require significant experimentation that provides validation of ideas to a more effective appreciation of often challenging and abstract theoretical foundations, allowing students to become more competent and versatile in the design and development of electrical and electronic devices, circuits and systems.

The undergraduate curriculum of the EEEI emphasizes an academic training that is also significantly oriented towards research and development. This is highlighted by the undergraduate student project that students are required to undertake in their final year of study. The ability of the EEEI to offer different laboratory subjects in the curriculum provides the needed exposure to various equipment and sound laboratory practices – thus facilitating the proper conduct of the undergraduate student project. As the field of electrical and electronics engineering is continually evolving and advancing, it is therefore of supreme importance that the laboratories of the EEEI be kept completely functional, well-maintained and up to world class standards.

The EEEI is currently in the process of seeking approval for revisions in the curriculum of the three programs. To complement this process, the EEEI is seeking to implement fees associated with the laboratory components of certain newly-instituted subject in the undergraduate curriculum. The laboratory components involve usage of equipment and machines. The laboratory fees are intended to address the maintenance and upgrade of the existing instructional laboratories.

Proposed Lab Fees and Justification

A.1. Courses Requiring Use of Computer Facility

Table 1 shows the courses with laboratory units that need computing facilities for computer programming and simulation. It is recommended that these courses have a laboratory fee of Php800.00.

Table 1. Courses Requiring Use of Computer Facility

<table>
<thead>
<tr>
<th>Course</th>
<th>Title</th>
<th>No. of Lab Units</th>
<th>Lab Fees From</th>
<th>Lab Fees To</th>
</tr>
</thead>
<tbody>
<tr>
<td>CoE 134</td>
<td>Computer Systems Engineering II</td>
<td>1</td>
<td>0</td>
<td>800</td>
</tr>
<tr>
<td>CoE 111</td>
<td>Advanced Digital Design</td>
<td>1</td>
<td>0</td>
<td>800</td>
</tr>
<tr>
<td>EE 159</td>
<td>Industrial Power Systems</td>
<td>1</td>
<td>0</td>
<td>800</td>
</tr>
</tbody>
</table>
Justification:

These courses require computers for computer programming and simulation. The programming and simulation exercises involve are intended to facilitate the appreciation of theory and the practice of design principles. Each section of these courses will require one computer per student. The computers are not mere standalone units but are also connected to a local area network (intranet), to an external network (the Internet) or both. The network connectivity allows more meaningful use of these computers and network facilities in these courses require appropriate laboratory fees in order to keep up with the cost of basic operation and maintenance, such as the purchasing of spare parts for each computer.

A.2. Courses Requiring Use of Electronic Devices and Equipment with Computer Facility

Table 2 shows the courses with laboratory units that need electronic devices and equipment for circuit designs as well as computer facility for simulations. They are proposed to have a laboratory fee of PhP1,200.00

Table 2. Courses Requiring Use of Electronic Devices and Equipment with Computer Facility

<table>
<thead>
<tr>
<th>Course</th>
<th>Title</th>
<th>No. of Lab Units</th>
<th>Lab Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>EEE 7</td>
<td>Microcontroller-based Data Acquisition System</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>ECE 133</td>
<td>Introduction to Mobile Robotics</td>
<td>1</td>
<td>0</td>
</tr>
</tbody>
</table>

Justification:

These courses involve experiments that require the heavy use of electronic test and measurement equipment for the prototyping of electrical and electronic circuits and systems.

The electronic instruments and equipment are used for the prototyping and testing of electrical and electronic circuits. Prototyping involves the design, implementation and testing activities and facilitates the appreciation of often difficult and abstract concepts involved in these subjects. Moreover, the ability to perform prototyping enables students to be competent and competitive designer of electrical and electronic devices, circuits and systems.

Computers are used in such experiments as well to perform simulation of circuit designs to be prototyped and the logging, processing and analysis of measured data. Each section of these courses will require ten (10) setups, with two (2) students per setup and one (1) computer per student. The prototyping and computer analysis activities in these courses enhance the appreciation of often difficult and abstract concepts involved in these subjects. The heavy usage of electronic test and measurement equipment in these courses require updated laboratory fees in order to keep up with the cost of basic operation and maintenance, such as the purchasing of spare parts and servicing of such equipment.

A.3. Courses Requiring Use of Computer Facility with Specialized Software

Table 3 shows the course with laboratory units that need computer facilities with specialized software for programming, simulations and designs. This course is proposed to have a laboratory fee of PhP1,200.00.

Table 3. Courses Requiring Use of Computer Facility with Specialized Software

<table>
<thead>
<tr>
<th>Course</th>
<th>Title</th>
<th>No. of Lab Units</th>
<th>Lab Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>CoE 113</td>
<td>Advanced Computer Organization</td>
<td>1</td>
<td>0</td>
</tr>
</tbody>
</table>

Justification:

This is an advanced and cutting-edge course that involves experiments using computer facilities with specialized and state-of-the-art software for programming, simulations and designs. Specialized software includes industry standard integrated circuit design tools and signal processing software. Each section of these courses will require one (1) computer per student.

A.4. Courses Requiring Use of Electrical Machines and Motors

Table 4 shows the new course with laboratory units that need electrical machines and motors. It is recommended that this course have a laboratory fee of PhP1,200.00

Table 4. Courses Requiring Use of Electrical Machines and Motors

<table>
<thead>
<tr>
<th>Course</th>
<th>Title</th>
<th>No. of Lab Units</th>
<th>Lab Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>EEE 4</td>
<td>Industrial Electronics and Equipment</td>
<td>1</td>
<td>0</td>
</tr>
</tbody>
</table>

Justification:

This course involves experiments that require the use of electrical machines such as motors, generators, power system simulators and other industrial mechanical equipment. The heavy usage of the machines in this course requires laboratory fees in order to keep up with the basic cost of operation and maintenance such as the purchasing of spare parts and servicing of such equipment. Each section of this course will require six (6) setups with three (3) students per setup.

Implementation:

The target start of implementation of the revised laboratory fee is the 1st semester AY 2010-2011.

Board action: APPROVAL

Proposal of the College of Engineering to Revise Laboratory Fees in the BS Computer Engineering, BS Electrical Engineering, and BS Electronics and Communications Engineering

Rationale:

The Electrical and Electronics Engineering Institute (EEEI) offers three undergraduate degree programs – Bachelor of Science in Computer Engineering (BS CoE), Bachelor of Science in Electrical Engineering (BS EE) and the Bachelor of Science in Electronics and Communication Engineering (BSEECE). Effective instruction and training in the field of electrical and electronics engineering involves the proper treatment of both theory and practical applications. Many topics in the field require significant experimentation that provides validation of ideas and concepts. The provision of facilities for thorough test and measurement leads to a more effective appreciation of often challenging and abstract
theoretical foundations, allowing students to become more competent and versatile in the design and development of electrical and electronic devices, circuits and systems.

The undergraduate curriculum of the EEEI emphasizes an academic training that is also significantly oriented towards research and development. This is highlighted by the undergraduate student project that students are required to undertake in their final year of study. The ability of the EEEI to offer different laboratory subjects in the curriculum provides the needed exposure to various equipment and sound laboratory practices – thus facilitating the proper conduct of the undergraduate student project. As the field of electrical and electronics engineering is continually evolving and advancing, it is therefore of supreme importance that the laboratories of the EEEI be kept completely functional, well-maintained and up to world class standards.

The EEEI is currently in the process of seeking approval for revisions in the curriculum of the three programs. To complement this process, the EEEI is seeking to implement revised fees associated with the laboratory components of certain subjects in the undergraduate curriculum. The laboratory components involved usage of equipment such as computer facilities, electronic devices, electronic equipment and machines that needed to be maintained and upgraded regularly.

These changes in the laboratory fees are intended to address the following:

- The laboratory fees being charged for existing courses with laboratory components are based on pre-2000 calculations.
- Several existing courses with approved laboratory units from previous curriculum revisions do not have approved laboratory fees and are thus unable to collect such.
- Several existing courses have added laboratory components in the current curriculum revision.

Proposed Laboratory Fees and Justification

B.1. Courses Requiring Use of Computer Facility

<table>
<thead>
<tr>
<th>Course</th>
<th>Title</th>
<th>No. of Lab Units</th>
<th>Lab Fees From</th>
<th>Lab Fees To</th>
</tr>
</thead>
<tbody>
<tr>
<td>CoE 23</td>
<td>Synthesis of Sequential Circuits</td>
<td>1</td>
<td>500</td>
<td>800</td>
</tr>
<tr>
<td>CoE 135</td>
<td>Operating Systems</td>
<td>1</td>
<td>390</td>
<td>800</td>
</tr>
<tr>
<td>CoE 151</td>
<td>Computer Networks</td>
<td>1</td>
<td>390</td>
<td>800</td>
</tr>
<tr>
<td>CoE 153</td>
<td>Advanced Computer Networks</td>
<td>1</td>
<td>390</td>
<td>800</td>
</tr>
<tr>
<td>EE 151</td>
<td>Power System Operation</td>
<td>1</td>
<td>500</td>
<td>800</td>
</tr>
<tr>
<td>EE 152</td>
<td>Advanced Power System Analysis</td>
<td>1</td>
<td>500</td>
<td>800</td>
</tr>
<tr>
<td>EEE 11</td>
<td>Programming Fundamentals</td>
<td>1</td>
<td>390</td>
<td>800</td>
</tr>
<tr>
<td>EEE 13</td>
<td>Programming Applications in Electrical and Electronics Engineering</td>
<td>1</td>
<td>390</td>
<td>800</td>
</tr>
</tbody>
</table>

Justification:

These courses require computer programming and simulation. The programming and simulation exercises involved in these courses are intended to facilitate the appreciation of theory and the practice of design principles. Each section of these courses will require one computer per student. The computers are not mere standalone units but are also connected to a local area network (intranet), to an external network (the Internet) or both. The network connectivity allows more meaningful use of these computers and also facilitates learning. The heavy usage of computers and network facilities in these courses require updated laboratory fees in order to keep up with the cost of basic operation and maintenance such as the purchasing of spare parts for each computer.

B.2. Courses Requiring Use of Electronic Devices and Equipment

<table>
<thead>
<tr>
<th>Course</th>
<th>Title</th>
<th>No. of Lab Units</th>
<th>Lab Fees From</th>
<th>Lab Fees To</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECE 113</td>
<td>Communication Electronics</td>
<td>1</td>
<td>500</td>
<td>1,200</td>
</tr>
<tr>
<td>EE 121</td>
<td>Introduction to Power Electronics</td>
<td>1</td>
<td>500</td>
<td>1,200</td>
</tr>
<tr>
<td>EEE 1</td>
<td>Essentials of Electrical and Electronics Engineering</td>
<td>1</td>
<td>500</td>
<td>1,200</td>
</tr>
<tr>
<td>EEE 34</td>
<td>Electrical Measurements Laboratory</td>
<td>1</td>
<td>200</td>
<td>1,200</td>
</tr>
<tr>
<td>EEE 42</td>
<td>Semiconductor Devices and Circuits Laboratory</td>
<td>1</td>
<td>500</td>
<td>1,200</td>
</tr>
<tr>
<td>EEE 52</td>
<td>Electronic Circuits Laboratory I</td>
<td>1</td>
<td>500</td>
<td>1,200</td>
</tr>
<tr>
<td>EEE 54</td>
<td>Electronic Circuits Laboratory II</td>
<td>1</td>
<td>500</td>
<td>1,200</td>
</tr>
</tbody>
</table>

Justification:

These courses involve experiments that require the heavy use of electronic test and measurement instrumentation for the prototyping of electrical and electronic circuits. Each section of these courses will require ten (10) setups, with two (2) students per setup. Prototyping involves the design, implementation and testing activities and facilitates the appreciation of often difficult and abstract concepts involved in these subjects. Moreover, the ability to perform prototyping enables students to be competent and competitive designers of electrical and electronic devices, circuits and systems. The heavy usage of electronic test and measurement equipment in these courses require updated laboratory fees in order to keep up with the cost of basic operation and maintenance, such as the purchasing of spare parts and servicing of such equipment.

B.3. Courses Requiring Use of Electronic Devices and Equipment with Computer Facility

<table>
<thead>
<tr>
<th>Course</th>
<th>Title</th>
<th>No. of Lab Units</th>
<th>Lab Fees From</th>
<th>Lab Fees To</th>
</tr>
</thead>
<tbody>
<tr>
<td>CoE 115</td>
<td>Introduction to Embedded Microcontrollers</td>
<td>1</td>
<td>500</td>
<td>1,200</td>
</tr>
<tr>
<td>EEE 100</td>
<td>Electronic Circuits Prototyping Laboratory</td>
<td>1</td>
<td>300</td>
<td>1,200</td>
</tr>
<tr>
<td>EEE 107</td>
<td>Introduction to Communication Systems</td>
<td>1</td>
<td>500</td>
<td>1,200</td>
</tr>
<tr>
<td>ECE 117</td>
<td>Instrumentation Electronics</td>
<td>1</td>
<td>500</td>
<td>1,200</td>
</tr>
<tr>
<td>ECE 141</td>
<td>Digital Communications</td>
<td>1</td>
<td>500</td>
<td>1,200</td>
</tr>
<tr>
<td>ECE 159</td>
<td>Microwave Engineering II</td>
<td>1</td>
<td>500</td>
<td>1,200</td>
</tr>
</tbody>
</table>

Justification:

These courses involve experiments that require the heavy use of electronic test and measurement equipment for the prototyping of electrical and electronic circuits and systems. Computers are used in such experiments as well to perform simulation of circuit designs to be prototyped and the logging, processing and analysis of measured data. Each section of these courses will require ten (10) setups, with two (2) students per setup and one (1) computer per student. The prototyping and computer analysis activities in these courses enhance the appreciation
of often difficult and abstract concepts involved in these subjects. The heavy usage of electronic test and measurement equipment in these courses require updated laboratory fees in order to keep up with the cost of basic operation and maintenance, such as the purchasing of spare parts and servicing of such equipment.

**B.4. Courses Requiring Use of Computer Facility with Specialized Software**

<table>
<thead>
<tr>
<th>Course</th>
<th>Title</th>
<th>No. of Lab Units</th>
<th>Lab Fees From To</th>
</tr>
</thead>
<tbody>
<tr>
<td>CoE 121</td>
<td>Introduction to Digital Signal Processing</td>
<td>1</td>
<td>390 1,200</td>
</tr>
<tr>
<td>CoE 123</td>
<td>Introduction to Digital Image and Video Processing</td>
<td>1</td>
<td>500 1,200</td>
</tr>
<tr>
<td>CoE 129</td>
<td>Real-Time Digital Signal Processing</td>
<td>1</td>
<td>390 1,200</td>
</tr>
<tr>
<td>CoE 141</td>
<td>Introduction to Digital Integrated Circuit Design</td>
<td>1</td>
<td>500 1,200</td>
</tr>
<tr>
<td>CoE 143</td>
<td>Introduction to Analog Integrated Circuit Design</td>
<td>1</td>
<td>500 1,200</td>
</tr>
<tr>
<td>EEE 35</td>
<td>Signal and Systems</td>
<td>1</td>
<td>390 1,200</td>
</tr>
</tbody>
</table>

**Justification:**

These are advanced and cutting-edge courses that involve experiments that use computer facilities with specialized and state-of-the-art software for programming, simulations and designs. Specialized software includes industry standard integrated circuit design tools and signal processing software. Each section of these courses will require one (1) computer per student.

**B.5. Courses Requiring Use of Electrical Machines and Motors**

<table>
<thead>
<tr>
<th>Course</th>
<th>Title</th>
<th>No. of Lab Units</th>
<th>Lab Fees From To</th>
</tr>
</thead>
<tbody>
<tr>
<td>EE 146</td>
<td>Electric Power Measurements and Equipment Characterization</td>
<td>1</td>
<td>500 1,200</td>
</tr>
<tr>
<td>EEE 44</td>
<td>Electrical Machine Operation and Control</td>
<td>1</td>
<td>500 1,200</td>
</tr>
</tbody>
</table>

**Justification:**

These courses involve experiments that require the use of electrical machines such as motors, generators, power system simulators and other industrial mechanical equipment. The heavy usage of the machines in these courses require updated laboratory fees in order to keep up with the basic cost of operation and maintenance such as the purchasing of spare parts and servicing of such equipment. Each section of these courses will require 6 setups with 3 students per setup.

**Consultation on Proposed Laboratory Fees**


The total number of students affected by the changes in laboratory fees is approximately 926 students, which is the current total undergraduate student population of the UPSEE Institute.

A total of 395 EEE students were consulted on the proposed laboratory fee increase. Out of 395 EEE students surveyed, 388 are affected by the changes. The percentage of students consulted is therefore 388/926 x 100% = 41.9%.

Out of the 388 affected students surveyed, 275 (70.9%) students are willing to pay while 75 (19.3%) students are not willing to pay the revised lab fees. The rest of the respondents (38 or 9.8%) abstained.

Out of the 388 affected students surveyed, 205 (52.8%) students believe that the increase is justified while 121 students (31.2%) believe that the increase is not justified. The rest of the respondents (62 or 16%) abstained.

**Implementation**

The target start of implementation of the revised laboratory fees is 1st Semester of AY 2010-2011.

**Board action: APPROVAL.**

**Proposal of the Institute of Chemistry, College of Science, UP Diliman for the Institution of Laboratory Fees for the New Integrated Laboratory Course of the New BS Chemistry Curriculum**

<table>
<thead>
<tr>
<th>New Curriculum Integrated Laboratory Courses</th>
<th>Date of Implementation</th>
<th>No. of Units</th>
<th>Proposed Laboratory Fee 1/3u Course</th>
<th>Old Curriculum Lab. Courses Integrated (Units)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemistry 101.1 (Intermediate Integrated Laboratory Course I)</td>
<td>1st Semester 2009-2010</td>
<td>3</td>
<td>Php1,500.00 Chem 28.1 (2) Chem 33.1 (2)</td>
<td></td>
</tr>
<tr>
<td>Chemistry 101.2 (Intermediate Integrated Laboratory Course II)</td>
<td>2nd Semester 2009-2010</td>
<td>3</td>
<td>Php1,500.00 Chem 34.1 (2) Chem 123.1 (2)</td>
<td></td>
</tr>
<tr>
<td>Chemistry 102.1 (Advanced Integrated Laboratory Course I)</td>
<td>2nd Semester 2010-2011</td>
<td>3</td>
<td>Php1,500.00 Chem 146.1 (2) Chem 153.1 (2) Chem 154.1 (2)</td>
<td></td>
</tr>
<tr>
<td>Chemistry 102.2 (Advanced Integrated Laboratory Course II)</td>
<td>1st Semester 2011-2012</td>
<td>3</td>
<td>Php1,500.00 Chem 112.1 (2) Chem 146.1 (2) Chem 153.1 (2) Chem 154.1 (2)</td>
<td></td>
</tr>
</tbody>
</table>

1 Exclusive of the use and maintenance cost of instruments

**Justification:**

The integrated laboratory courses (Chem. 101.1, Chem. 101.2, Chem. 102.1 and Chem. 102.2) use a problem-based learning (PBL) approach in studying chemistry. The PBL-based integrated courses require that students use several techniques and nearly all of instrumental methods commonly encountered in modern chemistry. Valuable skills and knowledge will be gained by the students and these will be their best preparation in their future employment in the industry or academe. In line with these requirements and in keeping pace with rapid advances in the analytical instrumentation and chemical education, the IC has upgraded its existing analytical and laboratory equipment by acquiring more advanced and sophisticated instruments through the support of various funding agencies. The cost for the use and maintenance of these laboratory equipment and instruments are subsidized by the Institute of Chemistry with funds coming from analytical services fees of the institute and through research grants.
Records at the College of Science Office of the Secretary showed that there was no laboratory fee increase instituted since 1997. There are no available records before 1997. The current laboratory fee of PhP300/2-unit laboratory course is no longer sufficient to pay for the current high cost of chemicals and consumables. The total cost and amount of chemical and materials to be used for each integrated laboratory course were computed. The total cost was divided among 20 students per integrated laboratory class to arrive at the actual cost of chemical used per student. The results are shown in Table 1. It can be seen that the actual cost of chemicals used per student are different for each laboratory course and ranges from PhP1,300.00 to PhP1,500.00. The cost for the use and maintenance of laboratory instruments were not included in the cost analysis. The proposed PhP1,500.00/integrated laboratory course is therefore very necessary so that IC can sustain a successful operation of the integrated laboratory courses to continually provide its students the best chemical education which is at par with the current international standard. Table 2 shows a comparison of current laboratory fees among private and state universities. The current laboratory fee/unit at UP-IC is only 0.06% of the laboratory fee/unit of private universities like Ateneo and UST.

Table 1. Actual Cost of Chemicals per student

<table>
<thead>
<tr>
<th>Course/Description</th>
<th>Total Cost of Chemical* (no. of experiments)</th>
<th>Actual Cost of chemicals/students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemistry 101.1 (Intermediate Integrated Laboratory Course)</td>
<td>PhP26,070.00 (12 expts.)</td>
<td>PhP1,303.50</td>
</tr>
<tr>
<td>Chemistry 101.2 Intermediate Integrated Laboratory Course</td>
<td>PhP28,920.00 (11 expts.)</td>
<td>PhP1,446.00</td>
</tr>
<tr>
<td>Chemistry 102.1 (Advanced Integrated Laboratory Course)</td>
<td>PhP30,420.00 (11 expts.)</td>
<td>PhP1,521.00</td>
</tr>
<tr>
<td>Chemistry 102.2 (Advanced Integrated Laboratory Course)</td>
<td>PhP25,968.00 (8 expts.)</td>
<td>PhP1,303.00</td>
</tr>
</tbody>
</table>

*Chemicals cost are based on supplier’s quotations. Detailed list of equipment, materials and chemicals needed for each integrated laboratory experiment and corresponding cost of chemicals for a class of 20 students per integrated laboratory course are available upon request.

Table 2. Comparison of current laboratory fees among private and state universities

<table>
<thead>
<tr>
<th>Laboratory fee/unit</th>
<th>Ateneo</th>
<th>UST</th>
<th>UP</th>
<th>PUP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PhP2,200.00</td>
<td>PhP2,254.00</td>
<td>PhP150.00</td>
<td>PhP39.00</td>
</tr>
</tbody>
</table>

Results of the survey showed that majority 60/101 or 59.4% of the students consulted supported the laboratory fee of PhP500/unit (PhP1,500/course), 26/101 or 25.7% said it is too much while 10/101 or 0.1% said it is ok to increase but should be lower than the proposed value and 5/101 or 0.5% abstained. In addition to this, the UP Diliman University Council and the CS Student Council in a separate written statement has manifested their support for the proposed laboratory fee.

Board action: APPROVAL.

Proposal of the Natural Sciences and Mathematics Division, UP Visayas Cebu College to Increase Laboratory Fees for Seven (7) Courses under the BS Biology Program

Proposed Fee

The proposed increase in laboratory fees of the seven (7) laboratory courses under the BS Biology Program is summarized in the table below. The current and the computed fees are also shown for comparison.

Current, Computed and Proposed Fees of Seven Laboratory Courses of the BS Biology Program

<table>
<thead>
<tr>
<th>Course Number</th>
<th>Course Description</th>
<th>Current Lab Fee</th>
<th>Computed Lab Fee</th>
<th>Proposed Lab Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bio 120.1</td>
<td>General Microbiology</td>
<td>200</td>
<td>872.57</td>
<td>850</td>
</tr>
<tr>
<td>Bio 140.1</td>
<td>Elementary Genetics</td>
<td>200</td>
<td>918.65</td>
<td>900</td>
</tr>
<tr>
<td>Bot 121 lab</td>
<td>Elementary Plant Physiology</td>
<td>200</td>
<td>726.37</td>
<td>700</td>
</tr>
<tr>
<td>Chem 11 lab</td>
<td>General Inorganic Chemistry</td>
<td>200</td>
<td>502.56</td>
<td>450</td>
</tr>
<tr>
<td>Chem 23 lab</td>
<td>Analytical Chemistry</td>
<td>200</td>
<td>1,493.11</td>
<td>1,400</td>
</tr>
<tr>
<td>Chem 31.1</td>
<td>Organic Chemistry</td>
<td>300</td>
<td>848.83</td>
<td>850</td>
</tr>
<tr>
<td>Chem 40.1</td>
<td>Biochemistry</td>
<td>300</td>
<td>820.05</td>
<td>850</td>
</tr>
</tbody>
</table>

*The CAS, UPVCC, and UPVTC charge uniform laboratory fees.

The Natural Sciences and Mathematics Division (NSMD) of UP Visayas Cebu College is proposing to increase the fees of the seven (7) laboratory courses under the BS Biology Curriculum implemented in June 2005. The increase is necessary for the following:

a. The BS Biology Program of NSMD has not increased its laboratory fees since 1990. Prices of chemicals and other laboratory supplies have gone up due to inflation, peso devaluation, etc. in the last eighteen years or so.
b. Some laboratory exercises or experiments could not be performed due to lack of laboratory supplies or chemicals, non-working laboratory equipment or unavailability of equipment or instrument.
c. Students and faculty-in-charge have to spend personal funds to avail of supplies and materials for some laboratory exercises or experiments.
d. The Division depends on the MOOE of the College for the maintenance of laboratory facilities and equipment, Since the MOOE is shared by all six Divisions, the allocation for NSMD is barely enough for the repair and maintenance of laboratory facilities and equipment.

Consultation on the Proposal

Last 18 January 2010, the Institute of Chemistry consulted the BS Chemistry majors (SN 2008-onwards) affected by this proposal in a General Assembly held at the College of Science Auditorium. Representatives from the College of Science Student Council and the University Student Council were also present to observe the consultation process. A total of 138 students are affected with this proposal (74 with SN 2008 and 64 with SN 2009). Out of the 138 affected students, 101 (59/74 with SN 2008 and 42/64 with SN 2009) attended the general assembly or 73% of the affected student population were consulted.
e. The Division will utilize a portion of the increase in the repair and maintenance of the existing laboratory equipment and facilities.

Date of Implementation

The approved laboratory fee increase will take effect in the semester immediately following the date of its approval and shall be implemented only to incoming first year BS Biology students.

Comparison of Laboratory Fees with Other University and Colleges in Metro Cebu Offering Biology and Chemistry Laboratory Courses

Rate of laboratory fees in different schools in Metro Cebu

<table>
<thead>
<tr>
<th>School</th>
<th>Laboratory fee per subject (PhP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of San Carlos</td>
<td>1,500.00</td>
</tr>
<tr>
<td>University of San Jose-Recoletos</td>
<td>2,000.00</td>
</tr>
<tr>
<td>Velaz College</td>
<td>1,200.00</td>
</tr>
<tr>
<td>UPV Cebu College</td>
<td>150.00-300.00</td>
</tr>
</tbody>
</table>

1 as of May 2008

The above data show that among the schools in Cebu that offer biology and chemistry laboratory courses, UP Visayas Cebu College charges the lowest fee.

Consultation

Consultations with the first year to the fourth year BS Biology students enrolled in the second semester of AY 2008-2009 were conducted on December 11 and 12, 2008. The proposal to increase the respective fee of the seven (7) laboratory courses was presented as well as the computations on which the proposed fees were based. The students were asked to signify their approval or disapproval of the proposed lab fee increase on the signature sheets. The results indicated that majority of the students was for the approval of the proposal.

Rationale on the Increase of Laboratory Fees

Funds for the purchase of laboratory supplies and chemicals, as well as the acquisition or upgrading of laboratory equipment are insufficient as the Division depends solely on laboratory fees to provide for the needs of all the laboratory courses. Prices of chemicals have gone up to almost 100% as compared to the prices almost twenty years ago. The Division cannot allow giving mediocre laboratory training to their students due to insufficient laboratory supplies and materials, run-down laboratory facilities on non-working equipment. The increased fees could augment the needs of the laboratory courses. Thus, their goal to provide excellent education to their future BS Biology graduates and to develop in them the necessary competencies that will help them perform at par or even better than other schools in local, national, and global settings could be realized.

Board action: APPROVAL.

Proposal of the Natural Sciences and Mathematics Division, UP Visayas Cebu College to Institute Laboratory Fees for Four (4) Courses Under the BS Biology Program

Proposed Laboratory Fees

<table>
<thead>
<tr>
<th>Course Title</th>
<th>Course Description</th>
<th>Computed PhP</th>
<th>Proposed PhP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bio 160.1</td>
<td>Ecology and Field Biology Lab</td>
<td>747.57</td>
<td>700</td>
</tr>
<tr>
<td>Bio 180 lab</td>
<td>Statistical Methods in Biology</td>
<td>929.65</td>
<td>600</td>
</tr>
<tr>
<td>Bot 111.1</td>
<td>Plant Morphoanatomy &amp; Diversity Lab</td>
<td>12.15</td>
<td>1504</td>
</tr>
<tr>
<td>Zoo 131.1</td>
<td>Introduction to Developmental Biology of Animals Lab</td>
<td>130.53</td>
<td>150</td>
</tr>
</tbody>
</table>

4 Minimum lab fee charged to a laboratory course under the BS Biology curriculum of CAS, UPVCC, and UPVTC

The Natural Sciences and Mathematics Division proposes to institute laboratory fees to four (4) laboratory courses under the 2005 revised BS Biology curriculum. Since the implementation of the current curriculum in June 2005, no laboratory fee has been charged against the four (4) laboratory courses. Laboratory supplies and materials needed in these courses have to be charged to the fees of other laboratory courses under the BS Biology curriculum. This practice has compromised the needs of the ‘earning’ laboratory courses. It is therefore necessary to institute fees to these laboratory courses as supplies and materials for laboratory use are not subsidized by the College or the University.

Date of Implementation

The laboratory fees shall be implemented among incoming/enrolled 1st year BS Biology students during the semester immediately following the date of its approval.

Consultation

Consultations with the first year to the fourth year BS Biology students enrolled in the second semester of AY 2008-2009 on the proposed institution of fees were conducted on December 11 and 12, 2008. The consultation and presentation of the computations of the proposed fees were done together with the proposed increase in lab fees.

Explanatory Note on the Institution of Laboratory Fees

One of the goals of the BS Biology Program of UPV Cebu College is to provide excellent education to their graduates. This cannot be realized if the Division give mediocre laboratory exercises to their students due to insufficient laboratory supplies and materials, run-down laboratory facilities or non-working equipment. The budget coming from the University is barely enough for the maintenance of laboratory facilities and equipment. The College receives no fund for laboratory supplies and materials. The only source of fund for this purpose is the fees charged to laboratory courses. Thus, the need to institute laboratory fees to defray the cost of supplies and materials required in the laboratory courses.

Board action: APPROVAL.
Proposal of the Natural Sciences and Mathematics Division, UP Visayas
Cebu College to Increase Laboratory Fees for STAT 105 and STAT 106 Under the BS Computer Science Program

The Natural Sciences and Mathematics Division of UP Visayas Cebu College recommends an increase of laboratory fees for STAT 105 (Introduction to Statistical Analysis) and STAT 106 (Advanced Statistical Analysis), from PhP300 to PhP600. Since 1998, the laboratory fee of both courses has not been increased.

The laboratory fee increase will be implemented to all first year students enrolled in the academic year that immediately follows the BOR approval of the proposal.

Justification:

Since 1998 the laboratory fee charged to STAT 105 and STAT 106 is PhP300. Prices have gone up and the Philippine peso has devaluated. The current value of PhP300 is very low compared to its value in 1998. The existing computers and other equipment/appliance in the laboratory have depreciated and need updating, repair or replacement. The MOOE allocation for NSMD could barely cover the maintenance of the existing laboratories under the division, including the statistics laboratory. Hence, NSMD proposes for the increase in laboratory fees of STAT 105 and STAT 106 to help defray the cost of the maintenance or replacement of the computers and other lab equipment and appliance.

Consultation

The proposal for the increase in laboratory fee of STAT 105 and STAT 106 from PhP300 to PhP600 was presented to the BS Computer Science students currently enrolled in the second semester of AY 2008-2009. The computations were presented in details to the students. After the presentation, the students were asked whether they were for the approval or disapproval of the proposed increase. Majority of the students present in the meeting were in favor of the proposed increase. Of the 109 students consulted, 92 students (84%) were in favor or approved of the proposed increase while 17 (16%) were not in favor.

Board action: APPROVAL

Proposal of the Natural Sciences and Mathematics Division, UP Visayas Cebu College to Institute a Laboratory Fee of PhP600.00 for STAT 131

The revised BS Mathematics curriculum implemented in June, 2005 includes, among others, laboratory component for STAT 131 (Parametric Statistical Inference) which is a required course. Since the implementation of the revised curriculum, no proposal has been made to institute laboratory fee for this course.

Justification:

No laboratory fee has been collected from students who enrolled in STAT 131 since the revised BS Mathematics Curriculum was implemented. The College is subsidizing all the expenses incurred in the maintenance of the laboratory used in the classes of these courses. Thus, there is a need to institute the soonest time possible the laboratory fee for STAT 131.

The proposed fee of PhP600 shall be standardized for all statistics courses with lab component that are offered in UPVCC.

Date of Implementation

This proposal once approved will take effect in the semester following the BOR approval and will be implemented to incoming 1st year students.

Consultation

The details of the proposal to institute lab fee of PHP600 for STAT 131 were presented to the BS Mathematics enrolled in the second semester of AY 2008-2009. They were consulted as to whether they were for the approval or disapproval of the proposed laboratory fee. Based on the results, all or 100% of the BS Math students present in the consultative meetings were for the approval of the proposal. The summary of the consultation is shown in the table below.

The proposal to institute laboratory fee of PhP600 for STAT 131 was presented to the Student Council of UPVCC on 22 January 2009.

Summary of the results of consultation with the BS Mathematics students

<table>
<thead>
<tr>
<th>Year Level</th>
<th>Total No. of Students Consulted</th>
<th>Approved</th>
<th>Disapproved</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year</td>
<td>20</td>
<td>20</td>
<td>0</td>
</tr>
<tr>
<td>Second Year</td>
<td>10</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>Third Year</td>
<td>5</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>Fourth Year</td>
<td>28</td>
<td>28</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>63</td>
<td>63</td>
<td>0</td>
</tr>
</tbody>
</table>

Board action: APPROVAL

Proposal of the Division of Biological Sciences, College of Arts and Sciences, UP Visayas, Miagao, Iloilo to Institute Laboratory Fees for Five (5) Courses in the BS Biology Program

Rationale

The Division of Biological Sciences proposes to Institute fees for five (5) laboratory courses in the BS Biology curriculum. These laboratory courses were instituted/ revised when the BS Biology curriculum was revised in 2005; since then no laboratory fees were collected from students.

The request to institute laboratory fees can be justified as follows:
1. No review of laboratory fees or increases have been undertaken by the Division for BS Biology since April 2001 despite the spate of price increases in equipment, chemicals, and other laboratory supplies during the last 9 years.
2. Lack of chemicals, or the temporary breakdown of laboratory equipment, sometimes hinder, the performance of exercises; and sometimes students and faculty spend personal money to procure some experimental materials.
3. The Division MOOE is derived from its share of the College MOOE allocated among five (5) divisions and two (2) departments. The budget allocated for the Division is not sufficient to maintain laboratory facilities and equipment and the procurement of materials for laboratory exercises.
4. The Division intends to use the proceeds from the laboratory fees for procurement of laboratory equipment, facilities, materials and equipment maintenance for efficient instruction in laboratory courses.
Proposed Laboratory Fees

The computed and proposed fees for the five (5) laboratory courses are shown below:

<table>
<thead>
<tr>
<th>Course Number</th>
<th>Lect/Lab Units</th>
<th>Course Description</th>
<th>Computed Lab Fee (Php)</th>
<th>Proposed Lab Fee (Php)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bio 160.1</td>
<td>Lab 3</td>
<td>Ecology and Field</td>
<td>734.25</td>
<td>700.00</td>
</tr>
<tr>
<td>Bio 180</td>
<td>Lab 3</td>
<td>Statistical Methods</td>
<td>650.00</td>
<td>600.00</td>
</tr>
<tr>
<td>Bot 111.1</td>
<td>Lab 3</td>
<td>Plant Morphoanatomy</td>
<td>664.20</td>
<td>600.00</td>
</tr>
<tr>
<td>Zoo 102.1</td>
<td>Lab 2</td>
<td>Comparative Anatomy</td>
<td>782.90</td>
<td>700.00</td>
</tr>
<tr>
<td>Zoo 131.1</td>
<td>Lab 2</td>
<td>Introduction to</td>
<td>541.00</td>
<td>500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Developmental</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Biology of Animals</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date of Implementation

The proposed laboratory fees will take effect in the semester immediately following the date of approval of this proposal, to be implemented among the incoming freshman batch of BS Biology.

Consultation

The BS Biology students at all year levels were consulted on 25 September 2008 from 5:30 to 7:00 pm in Room 120 on these proposed laboratory fees. Through an overhead projector presentation, the computations of expenses for each laboratory courses were explained. An open forum followed with students asking for clarifications. After all the questions have been answered, the students were asked to signify their approval/disapproval of the proposed fees. Of the 56% of students who attended the consultation, 88% approved the proposal.

Board action: APPROVAL.

N.B. Chair Angeles explained that once the request for laboratory fee increases has passed through the consultation process and is recommended by the group that participated in the consultation process, all that is needed is for the Board to confirm the recommendation of the Committees.

Student Regent Co said that in the proposals, the committee used the 2005 revision of curriculum as the basis for the courses which would have laboratory fee increases. However, it was only in 2008-2009 that consultations were made, so she thinks that for this year, 2010, when there are already movements for tuition increment in the colleges, the proposal for laboratory fee increase should be set aside. Anyway, this proposal is intended for incoming freshmen.

President Roman said that in the case of UP Tacloban there is almost no tuition income increase. In fact, other campuses are giving money to the Visayas and Mindanao campuses because they have nothing to use.

Student Regent Co reiterated her request that as new Regent, she be given leave to consult the students again. Chair Angeles explained that before Student Regent Co became a student regent, consultations have been conducted and the participants of the consultations recommended the increase. They need funds to improve their facilities.

Regent Cabrera asked if the tuition increment that would go to the units was not yet an issue when the consultation was made.

President Roman replied that the increment is only for Diliman. The other campuses have not decided. In case of UP Visayas, they have no tuition income increment and have no additional income especially Tacloban and Cebu. In fact, other campuses share their income from tuition with UP Visayas. Regent Taguiwalo suggested that in the same manner that the Board postponed the decision on the Search for Director of UP Diliman Extension Program in Pampanga, she would like the Board to defer action on this proposal. This would allow the new Student Regent to do her consultations.

As a compromise, the President suggested that they approve the proposal, but an innovation that they can introduce is — if there is any proposal to increase tuition, the Student Regent should be the first to know. She then made a motion for the approval of the proposed UP Visayas laboratory fee increases.

Student Regent Co reiterated her request that she be allowed to consult the students until June 24. Regent Cabrera supported this request.

Chair Angeles decided that the Board take a vote on the proposal.

President Roman clarified that they are voting on the institution of laboratory fees which had undergone consultation.

The voting proceeded and the results are as follows:

In favor - 3
Against - 3
Abstention - 1

Chair Angeles broke the tie by voting in favor of the proposal.

APPOINTMENTS

UNIVERSITY OFFICIALS

UP System

Dr. ISABELITA O. REYES as Vice President for Public Affairs, effective 1 June 2010 to serve at the pleasure of the President
Dr. MARIA LUISA T. CAMAGAY as Director, UP Press, effective 1 June 2010 until 31 May 2011
Dr. LYDIA R. ARCELLANA as Director, Office of Alumni Relations, effective 28 March 2010 until 31 May 2010
Prof. NOREEN P. ESCULTURA as Director, System Accounting Office, effective 1 June 2010 until 31 May 2013
Prof. GERALD FRANCO as Acting Director, Office of Admissions, effective 1 June 2010 until 31 May 2011

UP Diliman

Dr. CANDIDO CABRIDO as Dean, School of Urban and Regional Planning, effective 2 May 2010 until 1 May 2013

UP Manila

Dr. IMELDA G. PEÑA as Dean, College of Pharmacy, effective 1 July 2010 until 30 June 2013
Dr. NINA G. GLORIANI as Dean, College of Public Health, effective 1 July 2010 until 30 June 2013

UP Visayas

Prof. EMELIZA C. LOZADA as Dean, School of Technology, effective 1 June 2010 until 31 May 2013

UP Mindanao

Prof. VICENTE B. CALAG as Vice-Chancellor for Administration, effective 1 June 2010 to serve at the pleasure of the Chancellor
Dr. EMMA RUTH V. BAYOGAN as Vice-Chancellor for Academic Affairs, effective 1 March 2010 to serve at the pleasure of the Chancellor

TRANSFER TO PERMANENT STATUS

UP Diliman

Prof. Jose Perico H. Esquerra as Associate Professor 2 (Salary Grade 22-5), College of Science, effective 27 May 2010

UP Los Baños

Prof. Ariel Manopla Bombio, Assistant Professor 1 (Salary Grade 18-1), College of Veterinary Medicine, effective 27 May 2010

Prof. Maria Catalina Tan De Luna as Assistant Professor 3 (Salary Grade 19-3), College of Veterinary Medicine, effective 27 May 2010

Prof. Joseph Anthony C. Hermocilla as Assistant Professor 2 (Salary Grade 19-1), College of Arts and Science, effective 27 May 2010

Prof. Fiorenzo C. Monsalud as Assistant Professor 4 (Salary Grade 20-8), College of Agriculture, effective 27 May 2010

Prof. Filomena C. Sta. Cruz as Assistant Professor 5 (Salary Grade 21-1), College of Agriculture, effective 27 May 2010

UP Manila

Prof. Lourdes Marie S. Tejero, Associate Professor 1 (Salary Grade 22-4), College of Medicine, effective 27 May 2010

EXTENSION OF SERVICE BEYOND COMPULSORY RETIREMENT AGE OF 65

UP Diliman

Prof. Carmencita R. Abayan, Associate Professor 7, (Salary Grade 25-5), College of Arts and Letters, effective 1 July 2010 until 31 May 2011

Prof. Vyva Victoria M. Aguirre, Assistant Professor 6, (Salary Grade 21-4), School of Library and Information Science, effective 1 June 2010 until 31 May 2011

Prof. Thelma E. Arambulo, Professor 4, (Salary Grade 27-5), College of Arts and Letters, effective 11 May 2010 until 31 May 2010

Prof. Lydia R. Arcellana, Associate Professor 7, (Salary Grade 25-7), College of Arts and Letters, effective 27 March 2010 until 31 May 2010

Prof. Annadaisy J. Carlota, Professor 12, (Salary Grade 29-8), College of Social Sciences and Philosophy, effective 3 July 2010 until 31 May 2011

Prof. Dominador A. Clemente, Jr., Professor 12, (Salary Grade 29-8), College of Business Administration, effective 1 June 2010 until 31 May 2011

Prof. Emelita L. Cruz, Professor 8, (Salary Grade 28-8), College of Social Sciences and Philosophy, effective 1 June 2010 until 31 May 2011

Prof. Meliton B. Juanico, Professor 5, (Salary Grade 27-7), College of Social Sciences and Philosophy, effective 1 June 2010 until 31 May 2011

Prof. Claro T. Laguno, Professor 12, (Salary Grade 29-8), College of Science, effective 1 June 2010 until 31 May 2011

Prof. Helen E. Lopez, Professor 12, (Salary Grade 29-8), College of Arts and Letters, effective 15 April 2010 until 31 May 2010

Prof. Eleanor A. Malidem, Associate Professor 3, (Salary Grade 23-5), College of Home Economics, effective 1 June 2010 until 31 May 2011

Prof. Roger Posadas, Professor 12, (Salary Grade 29-8), Technology Management Center, effective 1 June 2010 until 31 May 2011

Prof. Remedios R. Roderos, Professor 12, (Salary Grade 29-8), College of Science, effective 1 April 2010 until 31 May 2010

Prof. Ligaya T. Rubin, Professor 12, (Salary Grade 29-8), College of Arts and Letters, effective 1 June 2010 until 31 October 2010

UP Manila

Prof. Irma L. Parajas, Professor 12, (Salary Grade 29-8), College of Public Health, effective 1 June 2010 until 31 May 2011

Prof. Josephina G. Tayag, Professor 12, (Salary Grade 29-8), College of Arts and Sciences, effective 1 June 2010 until 31 May 2011

UP Open University

Prof. Felix Libbero, Professor 12, (Salary Grade 29-8), Faculty of Education, effective 30 May 2010 until 29 May 2011

ORIGINAL APPOINTMENT BEYOND COMPULSORY RETIREMENT AGE OF 65

UP Diliman

Prof. Rosalie B. Faderon, Professorial Lecturer 5, School of Library and Information Science, effective 5 April 2010 until 31 May 2010

RENEWAL OF APPOINTMENT BEYOND COMPULSORY RETIREMENT AGE OF 65

UP Diliman

Prof. Pacífico A. Agabin, Professional Lecturer 5, College of Law, effective 1 June 2010 until 31 May 2011

Prof. Magdaleno B. Albarracin, Jr., Professional Lecturer 5, College of Business Administration, effective 1 June 2010 until 31 May 2011

Prof. Ruben F. Balane, Professional Lecturer 5, College of Law, effective 1 June 2010 until 31 May 2011

Prof. Enrique D. Barcelo, Professional Lecturer 1, College of Music, effective 1 June 2010 until 31 May 2011

Prof. Araceli T. Baviera, Professional Lecturer 5, College of Law, effective 1 June 2010 until 31 May 2011

Prof. Olivia C. Caoli, Professional Lecturer 5, College of Social Sciences and Philosophy, effective 1 June 2010 until 31 May 2011

Prof. Benjamin V. Carino, Professional Lecturer 5, College of Urban and Regional Planning, effective 1 May 2010 until 10 April 2011

Prof. Tristan A. Catindig, Professional Lecturer 5, College of Law, effective 1 June 2010 until 31 May 2011

Prof. Felix M. De Leon, Jr., Professional Lecturer 4, Asian Institute of Tourism, effective 1 June 2010 until 31 May 2011

Prof. Jaime S. Delos Santos, Professional Lecturer 1, College of Business Administration, effective 1 June 2010 until 31 May 2011

Prof. Domingo P. Disini, Jr., Professional Lecturer 5, College of Law, effective 1 June 2010 until 31 May 2011

Prof. Myrna S. Feliciano, Professional Lecturer 5, College of Law, effective 1 June 2010 until 31 May 2011

Prof. Orlando L. Galang, Professional Lecturer 1, College of Business Administration, effective 1 June 2010 until 31 May 2011

Prof. Rosa Maria T. Juan-Bautista, Professional Lecturer 1, College of Law, effective 1 June 2010 until 31 May 2011

Prof. Jose C. Laureta, Professional Lecturer 5, College of Law, effective 1 June 2010 until 31 May 2011

Prof. William A. Longacre,Professional Lecturer 5, Archeological Studies Program, effective 1 June 2010 until 31 May 2011

Prof. Leopoldo B. Lopez, Professional Lecturer 15, College of Music, effective 1 June 2010 until 31 May 2011
Prof. Merlin M. Magallona, Professorial Lecturer 5, College of Law, effective 1 June 2010 until 31 May 2011
Prof. Vicente V. Mendoza, Professorial Lecturer 5, College of Law, effective 1 June 2010 until 31 May 2011
Prof. Milagros P. Navarro, Professorial Lecturer 5, College of Law, effective 1 June 2010 until 31 May 2011
Prof. Wolfgang Reichardt, Adjunct Professor, College of Science, effective 16 March 2010 until 5 June 2010
Prof. Rosvida R. Rosa, Professorial Lecturer 2, School of Library and Information Science, effective 1 June 2010 until 31 May 2011
Prof. Serafin U. Salvador, Jr., Professorial Lecturer 5, College of Law, effective 1 June 2010 until 31 May 2011
Prof. Rogelio A. Vinluan, Professorial Lecturer 2, College of Law, effective 1 June 2010 until 31 May 2011
Prof. Avelino Zapanta, Professorial Lecturer 1, Asian Institute of Tourism, effective 1 June 2010 until 31 May 2011
Prof. Carmencita S. Loyola, Professorial Lecturer 3, College of Public Health, effective 1 June 2010 until 31 May 2011
Prof. Marita V.T. Reyes, Clinical Professor, College of Medicine, effective 1 June 2010 until 31 May 2011
Prof. Ofelia T. Pacete, Senior Lecturer 3, College of Medicine, effective 1 July 2010 until 31 October 2011
Prof. Thelma A. Rivera, Professorial Lecturer 2, College of Pharmacy, effective 1 June 2010 until 31 May 2011

UP Manila

Prof. Lorenza B. Padojinog, Professorial Lecturer 3, College of Management, effective 1 July 2010 until 31 October 2010
Prof. Ernesto P. Pineda, Professorial Lecturer 5, UP Visayas Cebu College, effective 16 March 2010 until 5 June 2010

UP Visayas

Prof. Aurora Fe C. Bautista, Professorial Lecturer 2, College of Social Sciences and Philosophy, effective 2 November 2009 until 11 November 2010
Prof. Raul Pertierra, Professorial Lecturer 5, College of Social Sciences and Philosophy, effective 2 November 2009 until 11 November 2010

UP Diliman

Prof. Aurora Fe C. Bautista, Professorial Lecturer 2, College of Arts and Sciences, effective 1 July 2010 until 30 June 2011

UP Visayas

Prof. Aurora Fe C. Bautista, Professorial Lecturer 2, College of Arts and Sciences, effective 1 July 2010 until 30 June 2011

UP Open University

Prof. Paz Eulalia Saplala, Professorial Lecturer 2, Faculty of Education, effective 8 May 2010 until 31 July 2010

GRADUATION OF STUDENTS

The Board CONFIRMED the following except those with pending cases:

Confirmation of the Graduation of Students from the Different Constituent Universities

By virtue of the authority given her by the Board of Regents, thru a referendum conducted from 25 March 2010 to 6 April 2010, the President approved the graduation of students recommended for graduation by the University Councils of the different CUs, except those with pending cases:

1. UP Diliman as recommended by the University Council at its 113th meeting held on 19 April 2010
   a. Ad Referendum Graduation of Students for the Degree of Bachelor of Science in Business Administration and Accountancy as of the end of the Second Semester, 2009-2010, as follows:
      1. Oliver Allan T. Co – magna cum laude – 1.353
   The request is made because they have to submit their applications for the CPA Board examination on 26 April 2010, the deadline set by the Professional Regulatory Commission (PRC).

2. UP Los Baños as recommended by the UP Los Baños University Council at its 112th meeting held on 20 April 2010

3. UP Manila as recommended by the UP Manila University Council at its 81st meeting held on 13 April 2010

4. UP Baguio as recommended by the UP Baguio University Council at its 40th meeting held on 7 April 2010

5. UP Visayas as recommended by the UP Visayas University Council at its 91st meeting held on 14 April 2010
   a. The UPV University Council also granted the University Registrar the authority to add names of candidates for graduation as recommended by their respective colleges, as follows:
      1. Lovely Jane M. Celebar
         Bachelor of Science in Applied Mathematics
         College of Arts and Sciences
      2. Mandy S. Posecion
         Bachelor of Science in Public Health
         College of Arts and Sciences
      3. May Francesca P. Dela Peña
         Bachelor of Science in Management
         College of Management
      4. June Ria O. Cabantug
         Bachelor of Science in Business Administration (Marketing)
         College of Management
      5. Patrick E. Salarda
         Bachelor of Science in Food Technology
         School of Technology
      6. Honeylyn C. Tumulak
         Certificate in Fine Arts (Industrial Design)
         UP Visayas Cebu College
6. UP Open University as recommended by the UP Open University Council at its 33rd meeting held on 14 April 2010

7. UP Mindanao as recommended by the UP Mindanao University Council at its 28th meeting held on 13 April 2010

ESTABLISHMENT OF PROFESSORIAL CHAIRS FOR DECISION OF THE BOARD

Establishment of the Dr. Severino G. Recto Memorial Professorial Chair at the UP Visayas

**Donation:** PhP500,000.00

**Donor:** Lilia L. Recto and Raul L. Recto

**Beneficiary Unit:** UP Visayas

**Fund management:** UP in the Visayas Foundation, Inc. (UPVFI)

Board action: APPROVAL

MATTERS FOR CONFIRMATION

The Board CONFIRMED the following:

Confirmation of the Results of the Referendum Conducted from 25 March 2010 to 6 April 2010 in View of the Inability of the Board to Meet on 24 March 2010

I. AGENDA A – 1 – POLICY MATTERS

A. Proposal of the UP Diliman College of Law for the change of name of the Institute of Judicial Administration to Institute for the Administration of Justice

B. Application for Sabbatical of Dr. CELESTINA BONCAN, Department of Social Sciences, College of Arts and Sciences, UP Manila, Effective 1 November 2009 to 31 October 2010

II. AGENDA A – 2 – FINANCIAL MATTERS

A. Proposal NOT to Increase Tuition for Academic Year 2010-2011

B. Realignment of UP Diliman’s Programmed Funds amounting to P4,658,858.90 as Certified Available by the UPD Budget Office and the Accounting Office

C. Reprogramming of Unexpended Obligations of the UP Manila School of Health Sciences Extension, Baler, Aurora in the amount of P17,890,839.50 as Certified Available by the UPM Chief Accountant and Budget Officer

III. AGENDA A – 3 – APPOINTMENT OF UNIVERSITY OFFICIALS, FACULTY AND STAFF

A. Appointment of University Officials

UP System

1. Dr. SYLVIA E. CLAUDIO as Director, University Center for Women’s Studies, effective 1 January 2010 until 31 December 2010

UP Los Baños

1. Dr. ERLINDA I. DIZON as Director, Food Science Cluster, College of Agriculture, effective upon approval for a period of 3 years

IV. AGENDA A – 4 – GRADUATION OF STUDENTS

A. Request of the President for Authority to Approve the Graduation of Students from the Different Constituent Universities who Completed all their Requirements as of the end of the Second Semester 2009-2010, and whose Graduation was Endorsed by their Respective University Councils

V. AGENDA A – 5 – ESTABLISHMENT OF PROFESSORIAL CHAIRS

A. Establishment of Henry A. Brimo Centennial Professorial Chair in Geology at the National Institute of Geological Sciences, College of Science, UP Diliman

VI. AGENDA B–1 -- MATTERS FOR CONFIRMATION

A. Memoranda of Agreement

UP System

1. Memorandum of Agreement between the University of the Philippines and the Civil Service Commission

Project: Scholarship Grants
1. Memorandum of Agreement on Small Scale Grants for Research of CHED Centers of Excellence in Science and Mathematics between the University of the Philippines (Grantee) and the Commission on Higher Education (Grantor)

Project Title: Magellan Legs 20 and 32, Joint Philippine-US Expedition: Linking the Past and the Present: The Rock/Sediment Record on Internal Philippine Seas and its Implications on Present Day Oceanographic Conditions

2. Memorandum of Agreement on Small Scale Grants for Research of CHED Centers of Excellence in Science and Mathematics between the University of the Philippines (Grantee) and the Commission on Higher Education (Grantor)

Project: Small Scale Grants for Cutting Edge Math Research

3. Memorandum of Agreement on Instruction and Related Activities Grants for CHED Centers of Excellence/Center of Development in Science and Mathematics between the University of the Philippines (Grantee) and the Commission on Higher Education (Grantor)

Project: Advanced Level Textbook Writing for Math Programs

4. Memorandum of Agreement between the University of the Philippines Council for Advanced Science and Technology Research and Development (PCASTRD)

Project: Documenting Stakeholder’s Experiences, Assumptions and Perspectives Regarding Valuation and Commercialization of Technology Produced Through Publicity Funded Research for the Purpose of Crafting the Implementing Rules and Regulations and Guidelines for the Technology Transfer Act of 2009

5. Memorandum of Agreement between the University of the Philippines and the National Economic and Development Authority (NEDA) through the Regional Development Coordination Staff

Project: Integrating Disaster Risk Reduction and Climate Change Adaptation in Local Development Planning and Decision-making Processes

6. Memorandum of Agreement between the University of the Philippines (Second Party) and the National Labor Relations Commission (NLRC) (First Party)

Project: Mandatory Continuing Legal Education (MCLE)

7. Training Program Agreement between the University of the Philippines (herein referred to as “Customer”) and the Industrial Technology Research Institute (ITRI), Taiwan

Project: Patent Analysis Workshop

8. Memorandum ng Kasunduan sa pagitan ng Unibersidad ng Pilipinas, sa pamamagitan ng Sentro ng Wikang Filipino (UP SWF) at ni Gley C. Atienza (Pinuno ng Proyekto o Mananaliksik)

Project: Gawad Saliksik Wika

UP Manila

1. Agreement on Educational Scientific and Scholarly Exchanges between the University of the Philippines Manila and the Universitat Internacional De Catalunya (UIC)

Project: Affiliation and Promotion of Direct Contact and Cooperation between Faculty Members, Departments and Research Institutes for Educational, Scientific and Scholarly Exchanges of UP Manila and UIC

2. Memorandum of Understanding between the University of the Philippines Manila and the Leyte-Samar Center for Change Foundation, Inc. (LSCFCFI)

Project: Provision of Scholarship for Poor but Deserving Student to Study at the UP Manila School of Health Sciences, Palo, Leyte for the Development of a Health Worker for the Ministry of CFC in Region VIII

3. Memorandum of Agreement between the University of the Philippines Manila (UP-UPM) and the ST. Augustine Sambali Fund, Inc. (SASFI)

Project: Partnership with Mr. Hiroshi Yoshida and Yasuro Irohira through the SAMBALI to extend assistance through scholarship for poor but deserving students namely: DEXTER A. LENDIO and LEHO Z. SARAGENA

4. Memorandum of Agreement between the University of the Philippines Manila (UP-UPM) and the ST. Augustine Sambali Fund, Inc. (SASFI)

Project: Partnership with Mr. Toshio Iha and Mr. Tetsuro Irohira to extend assistance through scholarship for poor but deserving students namely: JUNIELYN A. CAYUNDA, ROMELINE SESCON, JAY A. SOTOMAYOR, DOLORES G. CULLO and PHEBE A. BADOR

5. Memorandum of Agreement between the University of the Philippines Manila (UP-UPM) and the ST. Augustine Sambali Fund, Inc. (SASFI)

Project: Partnership with Mr. and Mrs. Masao Saito through the SAMBALI to extend assistance through scholarship for poor but deserving students namely: ANGELITO S. PASCO and BENIGNO C. ABCEDE

VII. AGENDA B – 2 – OTHER MATTERS

A. Confirmation of “SAGAD” Awards Approved by the President

B. Proposal of the Office of Scholarships and Student Services (OSSS) for Waiver of the Financial Obligation of Deceased UP Employees who Acted as Co-Debtors of Students under the Student Loan Program without Prejudice to the Collection Efforts in Pursuing the Principal Borrower
VIII. AGENDA B-2 – MATTERS FOR INFORMATION

A. Academic Calendar Of UP DILIMAN for AY 2010-2011
B. Academic Calendar of UP Diliman Extension Program in Pampanga (UPDEPP) and UP Diliman Extension Program in Olongapo (UPDEPO) for AY 2010-2011
C. Academic Calendar of UP VISAYAS for AY 2010-2011
D. Plans for the Development of the “Diwata Shore Complex: A University Support Facility” in UP Visayas Miag-ao Campus, Iloilo
E. Revised Organizational Structure of the Philippine Genome Center
F. Donations remitted to UP Foundation, Inc.
G. Contracts/Agreements

UP Diliman

1. Construction Agreement between the University of the Philippines and Reygem Builders (Contractor)
   
   **Project:** Proposed Renovation Works at the Department of Computer Science located at the 2nd and 3rd Floors, UP Alumni Engineers Centennial Building, Engineering-Complex, UP Diliman

2. Construction Agreement between the University of the Philippines and KB Konstrak Biling Solusyons (Contractor)
   
   **Project:** Proposed Student Center (Tambayans) and Canteen

3. Construction Agreement between the University of the Philippines and KB Konstrak Biling Solusyons (Contractor)
   
   **Project:** Proposed Rehabilitation, Re-roofing and Miscellaneous Works, NCPAG, UP Diliman

Confirmation of the Results of the Referendum Conducted on 16 April 2010 on the Allocation of the 2010 Merit Promotion Fund and Merit Awards

The Department of Budget and Management (DBM) has allocated 20 million pesos for the merit promotion of UP faculty, REPS and administrative staff for the year 2010. The request for approval of the allocation of the merit promotion fund and the grant of merit awards, in accordance with the practice in previous years are as follows:

1. Merit promotion (for plantilla items)
   
   80% of the fund will be allocated for the promotion of faculty members
   
   20% of the fund will be allocated for the promotion of REPS and administrative staff

2. Merit awards (for faculty and staff members who have reached the maximum level of their current salary grades) – a one-time award of:
   
   2.1 PhP5,000.00 for faculty members
   
   2.2 PhP3,000.00 for REPS and administrative staff

PS Savings may be utilized to fund merit awards.

There is a great urgency in this year’s round of promotions in as much as the DBM is requesting UP’s promotion proposal by June 2010 before the next tranche of the Salary Standardization Law III is implemented and so that the promotions can be incorporated in next year’s UP budget.

The promotion shall take effect upon approval of the DBM.

MEMORANDA OF AGREEMENT

UP System

Memorandum of Agreement for Contribution to the Payment of On-Line Subscription to International Full Text Journals/Databases between and amongst University of the Philippines System (UP), Commission on Higher Education (CHED), Department of Agriculture (DA), Department of Science and Technology (DOST), and The National Library (TNL)

Particulars:

a. An integral part of the resources of the Philippine eLibrary Project is the on-line subscriptions to international full text journals/databases being used exclusively by the five (5) collaborating agencies and their constituting units;

b. The eLibrary Project was able to avail of the said resource using part of the two grants approved and provided by the Commission on Information and Communication Technology (CICT) in two phases for the years 2001-2007 and 2007-2008;

c. The CICT grants have been fully spent in accordance with the approved budget allocations;

d. The on-line subscription to international full text journals/databases have been paid only up to December 31, 2008;

e. The continued subscription to the on-line subscriptions to international full text journals/databases is essential in providing access to information to the member organizations of the Philippine eLibrary and the sectors that they service, including the various students, faculty members, agriculturists, scientists, researchers and the general public;

f. There is a need to raise an annual and regular subscription fund in order for the eLibrary Project to have continuous access to the on-line subscriptions to international full text journals/databases;

g. Under the general terms of the Memorandum of Agreement for the Project entered into by the heads of the participating agencies, each member is expected to share access to their resources and subscriptions in support of the service of the eLibrary Project;

h. In support of the services of the eLibrary Project, the members of the Steering Committee deem it necessary to contribute to a fund for the payment of the annual subscriptions to on-line international full text journals/databases; and

i. Based on the total cost of the annual on-line subscription and taking into consideration the resources of the members of the agencies, it has been decided that the five (5) collaborating agencies shall each contribute to defray the cost of the on-line subscriptions to international full text journals/databases effective immediately.

Amount: PhP1,300,000.00 for the year 2010 to be taken from the Agency’s respective budgets for the payment of the on-line subscriptions to international full text journals/databases

Date notarized: 14 April 2010
Agreement between the University of the Philippines Diliman and the Seoul National University of Technology, Korea

**Project:** Exchange and Cooperation in Academic and Research Activities

**Particulars:**
- In the interest of expanding educational opportunities and furthering international understanding, the University of the Philippines Diliman and Seoul National University of Technology agree to facilitate the educational exchange of faculty and students. The parties shall promote the following programs, subject to their respective legal, financial, and administrative capabilities:
  - a. Exchange teaching and scientific research materials;
  - b. Each university may request from the other university information on building and developing specific laboratories and research centers;
  - c. Selected faculty members from one university may, as mutually agreed upon, visit the other university to teach for a semester or an academic year, or, for shorter periods of time, to give a series of lectures or symposia and to interact with the students and faculty of the host university;
  - d. Selected academic faculty and research faculty members from one university, as mutually agreed upon, may visit the other university to develop or participate in research programs. The choice of these visitors is subject to approval by both universities;
  - e. Scholars of advanced status from one university may be sent to the other university for further advanced studies in non-degree status for one to four semesters. Faculty from one university may also be sent to the other university for formal study for an advanced degree subject to approval by both universities. The choice of both faculty and scholars for advanced studies is subject to approval by both universities;
  - f. Exchange of graduate students will be through the regular process of application for review and acceptance according to the standards of the host university. Financial assistance may be provided for a limited number of graduate students by either university, with mutual agreement;
  - g. Special programs for undergraduate students and groups may be proposed by one university to the other university; and
  - h. The two universities will further maintain their close contact through activities such as mutual visits and correspondence. If one university finds it necessary to get help from the other for things not stipulated in the agreement, it can put forward the matter for negotiation. Both universities will try to develop friendly relations on the basis of equality and mutual help.

**Period of Project:** Shall remain in force for five (5) years commencing one month after the signing of the agreement subject to renewal upon mutual consent and approval of both universities.

Agreement for Academic Exchange and Cooperation between the University of the Philippines Diliman and the Technische Universitat Dortmund

**Implementing Unit:** School of Urban and Regional Planning (SURP), UP Diliman

**Particulars:**
- The parties shall promote the following programs subject to their respective legal, financial, and administrative capabilities:
  - a. Joint execution of the two years M.Sc. program in Regional Development Planning (also referred to as SPRING Postgraduate Studies);
  - b. Exchange of teaching and research staff;
  - c. Joint research between SURP faculty/staff and Faculty of Spatial Planning;
  - d. Joint study projects of SURP/Faculty of Spatial Planning students;
  - e. Joint PhD thesis supervision;
  - f. Exchange of information and publications of mutual interest;
  - g. Organization of common seminars, workshops, conferences and exhibitions; and
  - h. Efforts to incorporate other constituent departments/units of the parties in the Agreement.

**Effectivity:** Effective three (3) years commencing 01 October 2009, subject to renewal upon mutual agreement. It may be pre-terminated upon prior twelve (12) months written notice to the other party without prejudice to the completion of any academic program of any existing exchange faculty or student.

Memorandum on Student Exchange Based on the Agreement for Academic Exchange between the University of the Philippines and the Faculty of Education, National University Corporation Ehime University

**Project:** Student Exchange

**Particulars:**
- Based on the Agreement signed on December 26, 2007, both parties agree to conclude a Memorandum of Agreement to specify terms and conditions of student exchange.
  - a. Both parties agree to exchange up to two (2) students in the undergraduate or graduate level for one academic year;
  - b. The host institution shall select and admit participating exchange students based on the institution’s recommendations;
  - c. Exchange of students in the program will have the status of ‘cross-registrant’ at the University of the Philippines and ‘special auditor’ at Ehime University;
  - d. The period of student exchange is one (1) academic year. After this initial period, the participating students may extend the length of their study period for up to another one year upon mutual consent and approval of both host and home institutions; and
  - e. Both parties shall waive application, admission, and tuition fees of exchange students. All other relevant expenses, including accommodation, transportation costs, living expenses, and adequate health and accident insurance, shall be borne by the exchange students. Host institution shall undertake efforts to assist exchange students in seeking accommodation.

**Effectivity:** Shall be effective upon the same date of effectivity as that of the mother agreement.

**Dates signed:** Feb. 19 (by National University Corporation Ehime University) and Feb. 24, 2010 (by UP)
Record of Discussions between the University of the Philippines and the Japan International Cooperating Agency (JICA)


Implementing Unit: The Marine Science Institute, College of Science, UP Diliman

Particulars:

Measures to be undertaken by JICA

In accordance with the laws and regulations in force in Japan, JICA will take, at its own expense, the following measures according to the normal procedures under the Colombo Plan Technical Cooperation Scheme:

a. Dispatch of Japanese Experts

JICA will provide the services of the Japanese experts.

b. Provision of Machinery and Equipment

JICA will provide such machinery, equipment and other materials necessary for the implementation of the Project. The Equipment will become the property of the Government of the Republic of the Philippines upon being delivered C.I.F. (cost, insurance and freight) to the Republic of the Philippines authorities concerned at the ports and/or airports of disembarkation.

c. Training of the Philippine Personnel in Japan

JICA will receive the Philippine personnel connected with the Project for technical training in Japan.

Measures to be taken by the Government of the Republic of the Philippines

a. The Government of Republic of the Philippines will take necessary measures to ensure that the self-reliant operation of the Project will be sustained during and after the period of Japanese technical cooperation, through full and active involvement in the Project by all related authorities, beneficiary groups and institutions;

b. The Government of the Republic of the Philippines will ensure that the technologies and knowledge acquired by the Republic of the Philippines nationals as a result of Japanese technical cooperation will contribute to the economic and social development of the Republic of the Philippines;

c. The Government of the Republic of the Philippines will grant in the Republic of the Philippine privileges, exemptions and benefits to the Japanese experts which are no less favourable than those accorded to experts of third countries working in the Republic of the Philippines under the Colombo Plan Technical Cooperation Scheme;

d. The Government of the Republic of the Philippines will ensure that the Equipment will be utilized effectively for the implementation of the Project in the consultation with the Japanese experts;

e. The Government of the Republic of the Philippines will take necessary measures to ensure that the knowledge and experience acquired by the Republic of the Philippines personnel from technical training in Japan will be utilized effectively in the implementation of the Project;

f. In accordance with the laws and regulations in force in the Republic of the Philippines, the Government of the Republic of the Philippines will take necessary measures to provide at its own expense:

  f.1. Assignment of the Philippine counterpart personnel and administrative personnel;
  f.2. Office and its equipment; and
  f.3. Supply or replacement of machinery, equipment, instruments, vehicles, tools, spare parts and any other materials necessary for the implementation of the Project other than the Equipment provided by JICA.

g. In accordance with the laws and regulations in force in the Republic of the Philippines, the Government of the Republic of the Philippines will take the necessary measures to meet:

g.1. Expenses necessary for transportation within the Republic of the Philippines of the Equipment as well as for the installation, operations and maintenance thereof;

g.2. Customs duties, internal taxes and any other charges, imposed in the Republic of the Philippines on the Equipment; and

g.3. Running expenses necessary for the implementation of the Project.

Administration of the Project

a. The Director, The Marine Science Institute, College of Science, University of the Philippines Diliman, as the Project Director, will bear overall responsibility for the administration and implementation of the Project;

b. Dr. Miguel Fortes, The Marine Science Institute, College of Science, University of the Philippines Diliman, as the Project Manager, will be responsible for the managerial and technical matters of the Project;

c. The Japanese Chief Advisor will provide necessary recommendations and advice to the Republic of the Philippine counterpart personnel on any matters pertaining to the implementation of the Project;

d. The Japanese experts will give necessary technical guidance and advice to the Republic of the Philippine counterpart personnel on technical matters pertaining to the implementation of the Project;

e. For the effective and successful implementation of technical cooperation for the project, a Joint Coordinating Committee will be established whose functions and composition are described in the Agreement. The overall policy decision, coordination and progress monitoring of the Project will be conducted through the JCC jointly by JICA and the Philippine authorities concerned.

Effectivity: Five (5) years from March 1, 2010

Date signed: 25 February 2010

Memorandum of Agreement for Educational and Scientific Cooperation between the University of the Philippines through The Marine Science Institute, College of Science and the De La Salle University-Manila (DLSU) through its Center for Natural Science and Ecological Research

Project: Collaborative research and research related activities in the field of marine science

Particulars:

DLSU and UP Diliman will participate and cooperate in various collaborative research and research-related activities as identified and agreed on by their respective Deans of the College of Science:
a. DLSU and UP Diliman will make available its faculty members to participate in collaborative research and research-related activities;
b. Participation of faculty member/s of one institution to research activities implemented by the other shall be covered by specific Terms of Reference;
c. Research activities or projects implemented by one institution shall compensate the other institution for the ‘release time’ of faculty member/s of the latter who are involved in the projects, as specified in project-specific Terms of Reference;
d. Graduate students of one institution working in research activities or projects of the other institution should be co-supervised by the faculty/principal investigator of the latter institution by serving as co-adviser of the graduate student concerned.

DLSU and UP Diliman will make available their respective marine stations and associated field facilities for class field trips, practicum classes, and the like:
   a. Use of these stations shall be covered by standard contracts and rental rates by these respective institutions; and
   b. Joint liability waivers shall be developed to protect both the home institution of the class and the host institution.

Effectivity: Effective for three (3) years upon execution by the parties

Date notarized: 8 March 2010

Memorandum of Agreement between the University of the Philippines (Center of Excellence in Information Technology Education “COE-IT”) and the Commission on Higher Education (CHED)

Project: Promotion of Higher Education (CHED)

Particulars:

CHED shall:
   a. Provide funding assistance to the COE-IT for the implementation of information technology education, training, research and extension programs in accordance with the approved project proposal submitted by the COE-IT;
b. Assist the COE-IT in enhancing its capabilities to provide information technology education, training and research, and extension;
c. Provide scholarships leading to master’s and doctorate degrees for faculty members of the COE-IT;
d. Regularly evaluate and monitor the program/projects of the COE-IT within its service areas with the assistance of CHED Regional Offices (CHEDRO’s);
e. Initiate the conduct of researches and provide the mechanism for the dissemination of research outputs in cooperation with other government and private institutions;
f. Facilitate the development and production of instructional materials for use by the COE-IT and other higher education institutions; and
   g. Evaluate the results of the programs/projects/activities of the COE-IT stipulated in the approved work and financial plan using the assessment instrument developed by TPITE with the assistance of CHEDROs.

The COE shall:
   a. Organize programs/activities that would promote information technology education and training and encourage the best students to go into the various fields of information technology;
b. Implement the information technology education and training programs according to the previously identified regional needs and demands;
c. Participate in or undertake researches in relevant areas in information technology education and training programs;
d. Provide leadership in information technology education and training services in cooperation with CHED and other regional government offices;
e. Implement information technology training projects for the communities within its service areas;
f. Develop instructional materials in information technology education and training appropriate to the local situation;
g. Make available to other COEs existing institutional resources subject to reasonable compensation, when applicable;
h. Provide CHED and other COEs data/information and other reports regarding its operation as a COE;
i. Assist in the implementation of the faculty development programs of Information Technology institutions within its service areas;
j. Make available facilities as venues for the conduct of information technology education and training programs in the region;
k. Utilize the funds provided by CHED subject to the usual accounting and auditing rules and regulations, and ensure to it that they are used for the purpose they are intended for;
l. Submit Project Completion which shall indicate among others the targets as well as problems encountered; and
m. Return the unspent balance of the fund release(s) to the Commission upon termination of the MOA.

Effectivity: Shall take effect upon signing of the parties and shall terminate on 31 December 2010. There shall be no extension of the Agreement after such period.

Date notarized: 8 April 2010

Memorandum of Agreement between the University of the Philippines (UPJRDC) and the Commission on Information & Communications Technology (CIICT)

Project: eSkwela System Development – Phase 1

Implementing Unit: UP Java Research & Development Center of the College of Engineering

Particulars:

Duties and Responsibilities of CIICT:
   a. Engage the services of the University of the Philippines through UP JRDC to develop the targeted components of the eSkwela systems;
b. Designate representative/s who will liaise and coordinate with UP JRDC;
c. Extend the necessary assistance to UP JRDC for the successful and timely completion of the eSkwela components;
d. Pay the UP JRDC the amount of PhP2,652,000.00 in the manner as follows:
   • Of the total 100%, 15% of the contract amount or PhP928,200.00 will be released as advance payment upon signing of the Memorandum of Agreement which shall cover the mobilization of UP JRDC for the projects;
   • 35% of the contract amount of PhP928,200.00 upon the submission of the Alpha version;
   • 40% of the contract amount of PhP1,060,800.00 upon the submission of the Beta version; and
Particulars:
Project: Implementation of the PNOC College Scholarship Program (PNOC) Philippines (Institution) and the Philippine National Oil Company

Date notarized: 8 April 2010

Effectivity: Effective after both parties sign the Agreement until all deliverables have been delivered and accepted but in no way be more than six (6) months from execution of agreement.

Date notarized: 8 April 2010

Particulars:
PNOC shall:

b. Leave the selection of the recipients of the scholarship grant exclusively to the institution;

c. Remit the amount of PhP78,000.00 per year per scholar. This amount shall cover the full scholarship assistance to the scholars for two (2) semesters.

The Institution, through the Office of Scholarship and Student Services, shall:

a. Implement the qualification standards agreed upon with PNOC for the selection of the scholars;

b. Select the students who will be granted the PNOC Scholarship Grant of PhP39,000.00 per semester per scholar;

c. Submit the list of selected scholars to PNOC for final approval;

d. Submit, at the end of each school year, a statement of expenditures of the scholarship to PNOC. Any amount unexpended shall be credited to next school year’s remittance.

e. The amount remitted by PNOC shall be kept in trust by the Institution, through the Office of Scholarship and Student Services, for two (2) semesters.

The Institution, through the Office of Scholarship and Student Services shall:

a. Recommend the students who will undergo Industry Immersion Program in NFC;

b. Designate a Program Coordinator who will coordinate with the training of the students;

c. Approve the students recommended by UP to undergo the training under the Program;

d. Issue Certificates of Completion to the students.

UP shall:

a. Deploy within the premises of the Tomato Paste Plant of NFC located at Sarrat, Ilocos Norte the students recommended by UP to undergo the training under the Industry Immersion Program. Specific assignments for each student shall be at NFC’s sole discretion, which shall be subject to change from time to time upon written notice to the designated Program Coordinator;

b. Assign personnel to take care and supervise the students training. The practical and related works will be assigned to the students located at Sarrat, Ilocos Norte the students recommended by UP along his/her trade area of specialization;

c. Accomplish the necessary forms required by UP in connection with the training of the students;

d. Issue Certificate of Completion to the students who successfully finish the training under the Program;

e. Adopt and enforce rules that will govern the conduct of the Program. Said rules shall be made known to UP and the students before the start of the training; and

f. Observe ordinary diligence in ensuring the safety and security of those who take part in the Program.

Duration: The Agreement shall be valid and effective regardless of the date of execution and shall continue thereafter until the required 300 to 350 hours training per student is completed provided however that any provision of the Agreement may be amended by written consent of both parties and
Memorandum of Agreement between the University of the Philippines and the UP College of Law

(The College of Law will be celebrating its Centennial on 12 January 2011 and wishes to use the University Marks in connection with its activities for the Centennial Celebration.)

Project: University Marks

"University of the Philippines"
"UP"
"UP" Images of Malcolm Hall (façade/exterior & interior)
Images of the Oblation (with or without images of Quezon Hall)
Images of the Carillon
The University Logo

Particulars:

The University has agreed to allow the College of Law use and exploitation of the University Marks under the following terms and conditions which the College of Law accepts:

Grant of License:

a. The University grants to the College of Law for the duration of the Term of the MOA and without need or securing prior approval from the Technology and Licensing Office (TLO), the non-exclusive right and license to use and exploit the University Marks, in connection with the activities for the Centennial Celebration of the College of Law, such as but not limited to use thereof in announcement, invitational and advertising materials, solicitations letters or requests, paraphernalia, as well as production and sale of memorabilia and commemorative items and apparel.

   The University Marks may be used alone or together with the following:

   "College of Law"
\"Law.\"

Images of Malcolm Hall (façade/exterior & interior)
Centennial Logo, marks or phrases if any be created by the College

   (hereafter, and only for ease of reference, the "College of Law Marks").

b. Term: The Agreement shall commence on 1 February 2010 and shall terminate on 31 December 2012.

c. Royalties: The License herein granted shall be royalty free except in case of sub-licensing by the College of Law as may be allowed in the next succeeding paragraph. In case of allowable sub-licensing, the University shall be entitled to one third (1/3) of the net income of the College of Law from any sub-licensing agreement.

d. Sub-Licensing: The College of Law may sub-license the University Marks subject to the following conditions:

   1. The University Marks may be sub-licensed only as appearing together with the College of Law Marks;

   2. Notice of the terms and conditions of the sub-licensing agreement shall be given the TLO prior to the execution of the Sub-licensing Agreement; and

   3. The term of the sub-licensing agreement shall not exceed the terms of the MOA.

e. Indemnity: The College of Law agreed to indemnify, hold harmless and defend the University from and against any and all costs, expenses, claims or damages arising out of or in connection with its use and exploitation of the University Marks especially in the manufacture, sale or distribution of any product bearing the University Marks.

f. Miscellaneous Terms and Conditions:

   1. All rights in the University Marks other than those specially granted herein are reserved to the University for its own use and benefit. The College of Law acknowledges that it will not acquire any rights in said University Marks as a result of this MOA;

      The rights granted shall not include the right to, and the College of Law warrants and represents that it will not, use the University Marks for an endorsement of any product or service or in connection with tie-ins or premiums endorsing any products or services.

   2. The College of Law recognizes the value of the goodwill associated with the University Marks and undertakes to protect and enhance the same. The College of Law will fully cooperate with and assist the University in, preventing or prosecuting any infringement of the University Marks;

   3. If the College of Law shall violate any of its obligations or the terms and conditions under this MOA, the University shall have the right to immediately terminate this MOA;

   g. Upon the expiration or termination of the MOA, all rights to use and exploit the University Marks shall automatically cease and the College of Law shall immediately discontinue the use of the University Marks, unless prior approval is first secured in accordance with the IP Guidelines of the University.

Date notarized: 27 April 2010

UP Mindanao

Memorandum of Agreement between the University of the Philippines Mindanao, Commission on Higher Education (CHED), and the Office of Speaker Prospero C. Nograles

Project: Scholarship Program for UP Mindanao

Scholarship Grant: PhP10 Million

Particulars:

Obligations of CHED:

a. Monitor the following, wherein it is entitled to an equivalent to 1% of the fund amount: (Prompt Receipt of Scholarship Funds and Academic Performance of Grantees);

b. Assist the Office of the Congressman or UP Mindanao in giving orientation to grantees as regards the policies of the program;

c. Transfer to UP Mindanao the funds for the scholars and grantees on a semestral basis; and

d. Pay UP Mindanao an equivalent of two percent (2%) of the financial assistance provided to CHED scholars and grantees as administration fee.
Obligation of the Office of Speaker Prospero C. Nograles:

a. Advocate the Program to constituents;

b. Approve the list of qualified grantees as screened by UP Mindanao;

c. Submit the list of approved grantees to the Office of Speaker Prospero C. Nograles for approval;

d. Create/establish a Student Financial Assistance Unit in UP Mindanao that shall be responsible in the implementation, management and administration of program with the supervision of Office of the Vice-Chancellor for Academic Affairs;

Obligations of UP Mindanao:

a. Screen and select grantees for the Program considering factors such as income of the family, number of children in the family, and academic grades of applicants;

b. Submit list of qualified grantees to the Office of Speaker Prospero C. Nograles for approval;

c. Submit to CHED Regional Office XI the approved list of grantees;

d. Approve the list of qualified grantees as screened by UP Mindanao;

e. Orient the grantees enrolled in the school on the policies, standards and guidelines of the program;

f. Provide guidance and counselling services and other services to CHED scholars and grantees;

g. Submit to CHED-RO, within one month after the closing of enrollment, the list of qualified scholars and grantees enrolled during the semester as well as the list of those who failed to enrol, dropped out deferred, whose grade has failures, disciplinary problems, shifted courses, transferred school, etc;

h. Release to scholars/grantees stipend and/or other allowances due to them under the Program; debit to the account of individual scholar/grantee his/her financial assistance earmarked for tuition and other school fees;

i. Keep separate accounting records of scholarship funds in accordance with the accounting procedures and COA rules and regulations;

j. Utilize the funds provided by the CHED exclusively in consonance with the terms and conditions set forth herein, subject to the usual accounting and auditing rules and regulations and the pertinent provisions of COA Circular No. 94-013; and

k. Recommend to CHED-RO and Office of Speaker Prospero C. Nograles measures to improve the administration of the program.

Effectivity: First Semester, SY 2010-2011

Date notarized: 4 March 2010

OTHER MATTERS

Concerns of the Faculty Regent

1. Appeal for Tenure of Prof. Sarah Raymundo

Regent Taguiwalo explained that her Motion really is 1) “Declare as a matter of policy that the absence of any reason to deny tenure from a temporary who has otherwise met the declared requirements for tenure is not an acceptable exercise of departmental authority that should be critically respected. 2) Given the lack of any substantive reason declared to deny tenure in this case from the original process as well as from the appeals process and given that Prof. Raymundo met the requirements for tenure, grant the appeal for tenure of Prof. Raymundo.” (Copies of the Motion of Regent Taguiwalo were distributed to the Regents during the meeting. A copy is also on file at the OSU Records).

President Roman objected to the Motion (Copies of the President Roman’s arguments against the granting of tenure to Ms. Sarah Raymundo were distributed to the Regents during the meeting. A copy is also on file at the OSU Records). She said that the issue of tenure of Prof. Raymundo has been going on for two (2) years. She has been with the University for ten (10) years and she applied for tenure (because in the University one applies for tenure) only on her eight (8th)year.

Responding to the queries of Chair Angeles, President Roman said that minimum requirement for tenure is – one must be an Assistant Professor with a Masters degree. Prof. Raymundo finished MA in 2007. She went beyond the 5 years. She also had the time within which to finish a master’s degree. Regarding educational qualifications, there are criteria and according to the Department there are certain criteria that they have doubts about and that explains why they hesitated to grant tenure.

Regent Sarmiento said that what struck him when he was reading Prof. Raymundo’s case was the case of the two (2) missing students.

President Roman explained that the grant of tenure is always processed at the Department level. The Department’s decision is based on consensus. They usually do not vote but because Prof. Raymundo’s case was a very contentious one, the Department had to decide by voting. The Department finally decided not to recommend tenure.

Chair Angeles remarked that the Board could overrule. President Roman said that the Board should decide after looking at the details of the case. There is no recommendation for tenure from the Department and from the College. The Chancellor denied the appeal and she, as President also denied it. There was no recommendation for tenure at all levels. Prof. Raymundo’s supporters claimed that maybe she was not given a chance to explain her side but this is not true. Prof. Raymundo’s supporters argued her case before the tenure faculty and she also had discussions with Prof. Cynthia Bautista and Prof. Clemen Aquino of the Department of Sociology. The entire faculty of the Department gave her a chance to explain her side. The Chancellor also met with her and discussed with her the objections of some members of the faculty. In the judgment of her peers in the Department, Prof. Raymundo does not deserve to be given tenure. There is also this University policy on respect for Departmental autonomy. This is held sacred in the University.

Regarding the case of two (2) missing students, Karen Empeño and Sherylyn Kadapan, the President informed the Board that they were allegedly abducted in 2007. There was a press conference and Prof. Raymundo did not inform the Department about it. The Department felt that as a faculty member, Prof. Raymundo should have informed the Department considering that Karen Empeño was a student of the Department and members of the faculty of the Department were involved in this Press Conference. The other thing was the case of two (2) missing students whose parents went to the Department. The parents of one student learned that one of the students was a student of Prof. Raymundo. They asked Prof. Raymundo if she could help them find contacts who could help them locate their missing children.

Regent Cabrera opined that Prof. Raymundo has nothing to explain because she was not the one who sponsored the Press Conference but the students. She was just requested by the students to assist them regarding some technical problems. Regent Cabrera thinks that Prof. Raymundo did not inform the Department about the Press Conference because she was not the one who hosted the Conference and she does not want the students to think that she wants to claim the credit for it.

Regent Taguiwalo said that those allegations against Prof. Raymundo have not been proven and have not been brought into the proper venue because the tenure process is different from questions related to these. In fact, the Professor was even promoted to Assistant Professor 2 in 2008. The documents show that the reason for the denial of the appeal is based really on the question that the Department does not want her despite the fact that she has fulfilled all the academic requirements. Even if there are new requirements, the University is quite clear about written notification of the evaluation criteria and procedures for tenure. The faculty should be evaluated based on the criteria at the start of his/her original appointment
because it is going to be unfair for non-tenured faculty to be evaluated under new sets of criteria.

Chair Angeles said that all matters about Prof. Raymundo have been heard. Because a Motion has been presented and an objection to the motion has been made, the Chair announced the division of the House.

Before the voting, President Roman said that she wants to put on record that: (1) There is no recommendation from the Department, none from the College, none from the Chancellor and none from the President; and (2) There is a letter from a large majority of the Deans of UP Diliman and the President thinks that the Chair was furnished a copy of that letter. This letter referred to by the President is a Resolution entitled "Statement of Concern on the Issue of Tenure of Ms. Sarah Raymundo."

President Roman stressed that there has never been an instance in the past when tenure was given when no recommendation was given by the President. Regent Taguigwalo cited the case of Lorraine Salazar of the Department of Political Science. The President countered that in the case of Ms. Salazar, then President Nemenzo recommended her. Her case and that of Prof. Raymundo are not similar.

Chair Angeles finally announced that it was time for the Board to decide on the tenure of Professor Raymundo. The voting was made by raising of hands and the result is as follows:

<table>
<thead>
<tr>
<th>In favor of granting tenure</th>
<th>Against</th>
<th>Abstention</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 (Faculty Regent, Student Regent, Staff Regent and Regent Pascual)</td>
<td>2 (President Roman and Regent Sarmiento)</td>
<td>1 (Regent Nelia Gonzalez)</td>
</tr>
</tbody>
</table>

Regent Taguigwalo asked for the vote of Regent Cynthia Villar. Regent Villar was not present in the meeting but she sent her vote (through a representative) which is in favor of granting tenure to Prof. Raymundo. The total number of votes in favor of granting tenure to Prof. Raymundo has increased from four (4) to five (5).

President Roman asked the Board to give the members of the Department a statement stating the reason for the grant of tenure to Prof. Raymundo. She said that she was requested by said faculty members to get that statement from the Board.

The Chair said that the position paper submitted by Regent Taguigwalo would be adopted as the Board’s basis for decision in granting tenure to Prof. Raymundo.

Regent Sarmiento requested the Board to furnish him a copy of the investigation report on the case of two (2) missing students of the University.

Board action: The Board, by a vote of five (5) in favor, two (2) against and one (1) abstention, granted the appeal for tenure of Prof. Sarah Raymundo.

2. Clarification on the January 4, 2010 Memorandum of UPLB Chancellor Luis Rey I. Velasco with the subject “Full Scale Implementation of Large Classes” particularly on its impact on faculty and students

Regent Taguigwalo said she has a motion regarding the large classes. This practice is not new in the University according to her, but the new thing is that it is now being applied to RGEP courses and all foundation courses.

Chair Angeles opined that the Board could establish guidelines that this could only be applicable to lecture classes.

President Roman clarified that the issue being brought by the Faculty Regent concerns the large classes in Los Baños. The Executive Committee of Los Baños decided that General Education courses may be taught in large classes but supplemented by discussion classes, so the class is broken up into smaller groups. This was piloted as early as 2006-2007. Finally, they decided in 2010 to offer these classes after the pilot, on a large scale. There have been discussions about it. There is nothing new and it is in the Code that classes can be up to 400.

Regent Taguigwalo stated her motion as follows: "Form a Regent’s Committee to look into the issues raised by students and faculty opposed to the full-scale implementation of the large class policy; determine whether the non-renewal of the five faculty mentioned above was due to their opposition to the large class policy; and to submit its findings and recommendations to the Board for possible policy formulation or amendments or guidelines."

President Roman said that the University is set to review the General Education Program this June, so she suggested that they wait because they could bring this large class policy issue to the GE Committee for review. In other words, the Board could defer action on this. The Chair favored the motion to defer action.

Regent Taguigwalo objected, so the Chair ordered the division of the House.

Regent Taguigwalo clarified that the RGEP Review is an ongoing process distinct from the issue that emerged in UP Los Baños. Her proposal is really to respond to the request of the constituents who raised strong opposition to the full scale large class. It is not the large class policy per se, but the policy mandating the inclusion of all RGEP courses including qualitative courses such as English, History and Filipino. These, according to the Faculty Regent, have raised a lot of questions.

President Roman informed the Chair that the large class policy would not affect the faculty load and that the basic premise was that there would be no termination of services. The RGEP Review that the Faculty Regent is referring to is not a regular review. The review would be initiated by the UP System. Over the years, the University does an annual review of courses, GE and all other courses. This time the RGEP itself will be reviewed and she would prefer that this be taken up by the academic bodies this June. This would be done system-wide so it would reach the Board maybe in September or October.

President Roman said she would immediately convene a Review committee for the RGEP which would include the policy on large classes.

Regent Taguigwalo thanked the President for this but she said that she is just asking how to respond to the numerous letters/petitions from the UPLB constituents which the Board has not answered. She said that her motion is really to form a Regent’s Committee to look into the issues raised by students and faculty opposed to the full-scale implementation of the large class policy. There are certain policies in the University Code which some faculty and students believed have been violated by the implementation of the large class policy.

Chair Angeles announced the division of the House to vote for or against the motion of Regent Taguigwalo. At this point, Regent Pascual remarked that he did not know whether all the points raised by the Faculty Regent would be included in the review, especially the non-renewal of the five faculty members. President Roman replied that this could be a separate issue.

Regent Gonzalez explained that the issue regarding the effects in the faculty are already taken care of in the Seven (7) Point Policies to Be Adopted with the Full Scale Implementation of the Project (January 18, 2010 letter of Chancellor Velasco to President Roman), that is – there would be no retrenchment of faculty due to full-scale implementation; only faculty who are willing shall teach the courses to be offered in large size mode; those who are not willing may teach in small size courses, e.g. major course, provided they are qualified; the minimum teaching load requirement of 6 units per semester shall be upheld to allow the faculty members to have research and extension workload as well; training shall be provided to participating faculty members; workshops shall be conducted to current faculty to develop approaches to effectively
handle large class size formats; necessary facilities and support shall be provided and maintained.

Regent Taguiwalo said that she appreciates the Guidelines. But, it is important to know the Guidelines and actual practice. She added that the five faculty members mentioned in her Motion wrote her a letter informing her that they were not renewed because they requested not to be allowed to teach large classes and they were not allowed to handle the regular classes. These are faculty members in History. It is important, according to the Faculty Regent to find out if the practice conforms with the Guidelines.

President Roman commented that the Faculty Regent wants to undertake a review of the program which the Administration is going to do anyway, but it is now surfacing that her concern is really the five (5) faculty members and not the GE program.

Regent Cabrera said that some faculty of UPLB raised the issues regarding the processes involved in the implementation of the large class policy. They believe that this is an academic matter which should have been discussed in the University Council. However, the UPLB Administration looked at it as an administrative matter, so it was not discussed by the University Council.

Chair Angeles requested UPLB Chancellor Velasco to explain to the Board the large class policy.

Chancellor Velasco explained that this is a scheme designed to maximize the entry of more students in the campus. UPLB, at the moment, accepts 2,000 students every year, but in the different major departments, the population is small regardless of the degree program indicating that the capacity to absorb students in the major subjects is still quite high. The bottleneck is the GE courses which are offered in small class sizes ranging from 15-30 depending on the subjects. Because of this, they are limited with the number of students they could take in. He said that some faculty have been used to teaching in small class sizes.

Chair Angeles remarked that sometimes it could be self-serving or personal interests because when one teaches a large class of 50, he/she has more papers to correct.

President Roman said that UPLB has increased its admission by 500 this year, from 2,000 last year to 2,500 this year and this is because of the large class policy. Under existing rules, the maximum number of students to a class is 400. But there are supplemental classes, the discussion classes to supplement the lectures. There are also the teaching aids, e.g. microphones, lcd projectors, etc. Moreover, the faculty of UPLB is trained to handle large classes.

Chancellor Velasco said that UPLB has been violating the BOR approved policy on RGEP. They are forced to allow fresh graduates to teach RGEP courses but the policy says that only senior seasoned faculty should handle RGEP courses. This is because of the many small size classes. They know that this is to the disadvantage of the students. For the record, Chancellor Velasco pointed out that they have not reached the maximum limit of 400 to a class. They are only at 160.

Regarding the five faculty members, Chancellor Velasco said that they are mastersial graduates who are in the transition. They are not forced to teach large classes, but it so happened that in their department, they are not eligible to teach the major courses. They have no other courses to teach but only GE. The other thing is that they really would not like to be renewed and UPLB administration has supporting documents for that. This is in protest of the wide implementation of the policy.

Regent Taguiwalo reminded the Regents about the data in the chronology included in her Motion dated 2 June 2010. Chancellor Velasco, according to her, denied the appeal of the faculty members to waive PH100 from the large class memorandum. The Faculty Regent also mentioned about the letter of Dr. Ted Mendoza which raised several questions such as:

1. Does UPLB have the authority to violate the provisions of the UP Code? Article III clearly stipulates that Freshman English is exempted from the provisions about large classes.

2. Is it proper to use the waiver granted by Vice President Guevara to exempt the experimental large class offering for Chem. 16 in the full scale implementation? Should UPLB embark on such a removal of authority and mandate from the University Council?

3. Is the change from pure lecture to lecture recitation not academic? Is this not a course review proposal that should go with established procedures for such action? Why are the courses that are affected by full scale implementation of large class not required to obtain the UC’s approval on such changes?

4. Since UC recommends the graduation of students, shall it not have a role in deciding what and how to teach the students?

5. Can the result of the test implementation in Math and Statistics be used as basis for the full scale implementation of the large class.

Chair Angeles remarked that after the BOR discussion on the matter and after hearing the Chancellor of UPLB, they are going back to the motion. He requested Regent Taguiwalo to restate her motion which the latter did. President Roman reiterated her objection because the RGEP is going to be reviewed and the issue of large class size will be part of the review. There is no urgency also since UPLB has already implemented the large class size policy.

President Roman suggested that the Faculty Regent separate the issue of the five (5) faculty members. The large class policy review could be undertaken by the academic bodies and not by the Regent’s Committee.

Chair Angeles announced the division of the House which resulted in the following:

In favor - 4 votes
Against - 3 votes

Chancellor Velasco asked the Regents if UPLB should retain or not the additional 500 students. The Chair ruled that if the students passed the entrance examination they should be retained.

In response to the Chair’s query, Regent Taguiwalo said that the Regents’ Committee would look into the issues raised by the students and faculty opposed to the full-scale implementation of the large class policy. The spirit of the motion is also to respond to the many requests/clarifications asked by the students and the faculty of UPLB and put together the responses of the UPLB Administration. The Report of the Committee shall be submitted to the Board of Regents.

President Roman suggested that the Faculty Regent not be included in the Regents’ Committee because her bias is clear. Regent Taguiwalo said she does not need to be part of the Regents’ Committee. Her role, she said, is to ensure that the Board is responsive to various viewpoints not necessarily upheld by the UP Administration.

Regent Pascual said that the work of the Regents’ Committee could be done after substantial results are obtained from the review to be done by the President. The inputs from the review by the President could form part of the review to be done by the Regents’ Committee.

The President suggested that the work of the Regents’ Committee could be done after substantial results are obtained from the review to be done by the President. The inputs from the review by the President could form part of the review to be done by the Regents’ Committee.

The President said that she would ask the academic bodies to look at it. She remarked that it is what she has been asking all along. She added that she could activate the University Councils to review the large class policies and whatever the outcome is, the Regents’ Committee would review.

President Roman reminded the Faculty Regent that this is an academic issue that is best addressed by the appropriate academic bodies. Thus, she would bring the issue to the University Councils. The Faculty Regent is railroad the issue by bringing this directly to the Board of Regents.

Chancellor Velasco requested permission to make a one-minute statement, as follows:
"I would like to express my strong sentiment on the action of the Faculty Regent bringing the issues on the UPLB Large Class Program to the Board of Regents without even talking to me, not even an initiative to discuss things with UPLB management, for her to understand the side of the Administration; and such behaviour is uncalled for of a Faculty Regent and a colleague. Such behavior of the Faculty Regent is not consistent with the proper protocol of how we should behave ourselves in this university. Thank you."

3. Faculty Regent Selection Process

The President informed the Board that according to the UP Charter, it is the University Council that will prescribe for the selection of the Faculty Regent. The term of office of the incumbent ends on 31 December 2010. All the University Councils met in April and the next time they will meet is in July.

The President, together with all the Chancellors will put together all the Councils’ resolutions and come up with the final process.

4. Query of Dr. Benjamin Bagadion of UP Mindanao

Regent Taguiguiwalo informed the Board that this is about the non-renewal of faculty members whose appointments ended on March 31, 2010. She wants a clarification from the Administration on the status of the appointment of Dr. Bagadion.

President Roman said that she was able to talk to Chancellor Rivero and was informed that the basic papers required for the renewal of the appointment of Dr. Bagadion are being processed. Dr. Bagadion, however, is just a substitute faculty because there is no available item. Moreover, he is still a tenured member of the faculty of the Asian Institute of Management where he has an approved work leave from 1 October 2009 to 30 September 2010.

The Regents were furnished copies of pertinent documents from Chancellor Rivero and the Dean of the Institute, Prof. Victoria S. Licuanan.

5. Proposal of the Faculty Regent that the Years of Service as a Substitute Faculty should not be Included in the Counting of the Five Years (for Instructors) or Three Years (for Assistant Professors) “Up or Out” Rule for Faculty with Temporary Appointments

President Roman pointed out that this is another instance where the Faculty Regent is going over the University Councils. What she is proposing is an issue for the academic bodies to decide and should not be brought directly to the Board.

Regent Taguiguiwalo explained that she is not going over the University Councils. She said that she just wants to find out the history when this policy was implemented. Moreover, she wants to find out the history of when this policy was implemented.

The President made it clear that the only difference between a temporary faculty and a substitute faculty is that the latter does not have any item. They are governed by the same terms of workload and other requirements. She cannot therefore understand why the treatment should be different and why the Faculty Regent has to submit this proposal directly to the Board.

Regent Taguiguiwalo eventually withdrew this proposal.

Chair Angeles requested President Roman to review the “up or out” rule for faculty with temporary appointments.

Proposal for the Relocation of the UPIS High School into the Education Complex and the Development of the Vacated UPIS Campus

Ayala Land, Inc. (ALI) has submitted a proposal for the relocation of the UPIS high school into the Education Complex, and the development of the vacated UPIS High School campus.

The proposed project basically entails the construction of new high school buildings of the UP Integrated School at the present site of the decommissioned Narra Dormitory by the proponent, as a donation. This will in turn allow for the development of the vacated UPIS site into commercial and academic-support facilities.

Such a move is justified on four counts, as follows:

1. It shall be in compliance with the latest Board-approved Diliman Land Use Plan of 1994 (designating the land presently occupied by the UPIS High School as commercial), and shall allow for more centralized UPIS administration of its three campuses;
2. It shall remove safety and security concerns of the high school students collateral with the widening of C5, which in fact has also led to the increased isolation of the UPIS High School campus;
3. It shall allow, finally, the long-overdue and much-awaited upgrading of the UPIS High School facilities at little or no cost to the University; and
4. It will free up a strategically-located and long-unutilized asset for use as a significant resource generator of the University to support its academic, research, and extension functions, and would allow students, faculty and staff greater proximity to a wide variety of needed products and services.

In accordance with NEDA Guidelines, the sequence of events would be as follows:

1. UP formally accepts the unsolicited proposal;
2. UP negotiates with the proponent as to what constitutes mutually acceptable terms;
3. If UP and the proponent come to an agreement, then the proposal is accepted based on the new and mutually agreed-upon terms.
4. UP extracts the general terms from the proposal and submits the same to a Swiss challenge, to find out if better terms can be received from other interested parties;
5. Should there be other interested bidders, the original proponent is allowed to match the new offer; and
6. The project is then awarded to the developer which offers terms which are the most advantageous to the University.

Board action: The Board agreed that the development of the UPIS campus should be within the context of the overall development plan of UP and that the University should take the initiative in planning the development of the property, draw up the pertinent Terms of Reference and then invite proposals from different developers. It should not accept unsolicited proposals.

The Board likewise agreed on the proposal of the Chair to prepare a Campus Facilities and Development Plan for the next ten (10) years to be funded by UP and augmented by funds that Chair Angeles will help raise. It was made clear that work on the proposed transfer of UPIS and the development of the vacated area will proceed while the Plan is being drawn up.

N.B. The President informed the Board that this has always been an issue in the University. Every year, the UPIS people feel that they are going to be abolished. Every time CHED would remind the University that high schools of SLICs can only operate as laboratory schools, the UPIS people feel threatened that the UPIS is going to be abolished. There is also the feeling that they do not belong because they are at the other side of Katipunan. The relocation of the UPIS inside the UP Campus has been their dream ever since.

The Chair informed the Board that the proposal should comply with RA 9184, the new procurement law which provides that a public
bidding must be conducted by the University in complying with all stated requirements in all stages of the procedure. In case of failure of bidding, the procedures required under RA 9500, the new UPC Charter, should be followed. President Roman assured the Chair that the University would abide by RA 9184, the New Procurement Law.

Regent Pascual said the relocation of UPIS to the main academic campus is fine but it should not be a driver for the development of the large track of land to be vacated by UPIS which is the main project. As Regent Pascual understood it, the development of the UPIS campus is already in the development plans of the University. He got this information from the Vice President for Development. If the property is going to be developed, then it is the responsibility of the University to prepare the Terms of Reference for its development and to invite competitive developers. Moreover, UP should not entertain unsolicited proposals considering that said proposals should only be for projects that are not yet included in the plans of UP. Should an agency allow an unsolicited proposal to be the basis of development, then it is abdicating its planning functions.

Chair Angeles observed that the UP Land Use Plan was made a long time ago, so he thinks that there is a need to prepare a new land use study. He mentioned about the many UP informal settlers whom he wants to be inventoried with the help of the UP campus architect/engineer. President Roman informed the Board that the University has already a report on the informal settlers on campus. Regent Pascual inquired about the update on what was agreed upon in one of the BOR meetings, that the Land Use Plan for Diliman is going to be reviewed. President Roman replied that she would ask the Diliman Chancellor. She clarified that the Land Use Plan is really a zoning plan which assigns specific location to specific uses, like the science complex, the engineering complex, dormitories, etc. She added that UP has no development plan yet for Diliman. For example, regarding the UPIS, UP has no development plan for it yet. The area is just indicated in the zoning plan as commercial.

Chair Angeles mentioned the need to prepare a Campus and Facilities Plan for UP for the next ten years. Regent Pascual said that it would be the assignment of the new President of the University.

Going back to the proposal, President Roman clarified that the University is not awarding the contract to the Proponent, Ayala. She pointed out that the Board is simply being informed and is being asked to accept, because on the basis of that acceptance, the Administration would be able to review and come up with the Terms of Reference, guided by RA 9184. She added that accepting does not mean approving the proposal. Chair Angeles said that he has reservations about the “Acceptance” because acceptance is actually approving the project. He reiterated the need to come up with a ten (10) year Campus and Facilities Development Plan for UP. He added that independent architects and planners should be engaged in the preparation of this Plan.

Regent Pascual said that he is not in favor of accepting the proposal because it would mean that they are accepting a methodology for the development of that place. UP, he said, should not allow an unsolicited proposal to be the basis for the development of the property. The Swiss Challenge to which unsolicited proposals are subjected, does not always work in bringing about competition. This is because of the disincentives to challenging bidders in participating; e.g., the right to match the winning bidder given to the original proponent and the limited time of only 60 days given to prospective bidders. Besides, under the Swiss Challenge, better proposals under a different set of specifications may not be entertained.

He suggested that the UPIS campus should be developed in the context of the overall development plan of UP. The University should do the planning, determine what and how to develop and then invite proposals from the different developers. He added that he has nothing against Ayala Land, which he said is an excellent development company. He maintained that the award of contracts should always be on the basis of full and open competition.

Regent Pascual asked if the Board would not act on the proposal to develop the UPIS in the meantime. The Chair replied that the proposal would have to be deferred pending the preparation of a 10-year Campus and Facilities Development Plan for UP which he is sponsoring.

Vice President Te informed the Chair that the latter would have to temporarily step down as a Presiding Officer if he would sponsor a motion.

At this point, Regent Cabrera said that although he agreed with the Chair’s idea, he does not agree in principle with the commercialization of UP lands and assets. Regent Pascual said that they could not impose on the new President a Campus Development Plan that has been prepared before his/her term. President Roman replied that the plan is not a function of whoever is the president but of the campus, of the University. Besides, the Board is going to decide.

Chair Angeles clarified that it is just the preparation and is subject to approval when the new president assumes office. There would be consultations and the planners would be given one year to do this task. Regent Cabrera asked if the Plan would include all the campuses and not only Diliman. The Staff Regent clarified that if the preparation of the Plan means that things would be at stand still until such Plan is completed. Chair Angeles said that all campuses will be included in the proposed Campus and Facilities Development Plan.

President Roman made it clear that things should not be on stand still while the Plan is being crafted. Regent Pascual said that preparing the Plan would require funding. He asked how funds would be allocated for this work. The Chair replied that they have funds and could partly finance it. He could help raise the funds to prepare the study. The funding, he said, could be sourced from UP funds and he could augment it by asking other sponsors.

Regent Sarmiento informed the Board that under the terms of two Presidents, Dr. Nemenzo and Dr. Roman, he was in charge of development plans for the University. He specifically cited the UP-Ayala techno Hub Project.

President Roman, as Presiding Officer, stated Chair Angeles’ motion as follows:

“to prepare a campus development plan to be funded by funds of the University and augmented by funds that the Chairman will help raise, but there is a clarification that this does not mean that everything is a stand still.”

There being no objection to the Chair’s motion, the motion was carried.

President Roman then suggested to the Chair that if the Regents would not accept the Ayala proposal, maybe they could proceed or come up with their plans for the UPIS. The Chair approved the suggestion.

Regent Pascual, responding to the Chair’s query as to whether there is a motion to defer the plan for the UPIS, said that there is no motion to defer, but the motion is really for the University to take the initiative in planning and in seeking for competitive proposals and not to accept any unsolicited proposal.

Single Transcript of Records Form for SURP and Spring Center, Technische Universitat Dortmund (Germany)

The Single Transcript of Records is for the Master of Science in Regional Development Planning, a joint program of the Technische Universitat Dortmund (Germany and SURP). The suggestion for a single TOR Form came after a series of meetings/consultations with the Spring partner universities including SURP to standardize TOR across all partner universities.

To ensure uniformity, the Single TOR Form will be prepared by the TOR Section. It will be printed on the security paper, to be signed by the University Registrar and with seal of the University. It will be mailed by
SURP to the Technische Universität Dortmund where it will be released to the student after the counterpart of the University Registrar signs the TOR and puts their seal.

**Board action:** APPROVAL.

**Request of the UP Visayas Chancellor, dated 11 March 2010, for Permission to Cut Trees in the UPV Tacloban Campus**

This is in connection with the request of the National Grid Corporation of the Philippines to cut some trees located at the UPV Tacloban College property in Sta. Elena. The said company asked permission to cut at least 29 growing trees along the 69kv Babatngon-Abucay transmission line. The electrical lines traverse along UP properties and those trees can cause power interruptions within the city and in the nearby municipalities. Of the 29 trees requested to be cut off, only 24 of these were assessed to cause danger to the transmission line. These are as follows:

- Acacia 3
- Fruit bearing coconut 10
- Gmelina 11

If such preventive measure will not be acted properly, massive power interruptions can occur in Tacloban City and to the municipalities.

**Board action:** APPROVAL.

**N.B.** The Chair reminded the Administration to also seek the approval of the DENR. The President explained that this always been the case. After the Board approves, a letter is sent to the DENR.

**Construction Agreement between the University of the Philippines and the Millennium Erectors Corporation (Contractor)**

**Project:** Construction of the Proposed Energy and Environmental Building (Phase 1), Engineering Complex, College of Engineering, UP Diliman

**Amount:** PhP31,900,880.67

**Mode of Procurement:** Public bidding in accordance with RA 9184 and its Implementing Rules and Regulations

**Particulars:**

a. For and in consideration of the performance and accomplishment of the Works and the correction of any defects therein, the University shall pay the Contractor the total amount of PhP31,900,880.67 subject to pertinent laws on government contracts and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the Works, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance;

b. The relationship of the University to the Contractor is that of an independent contractor. Nothing in the Agreement shall be construed as creating an employer-employee relationship between the University and the Contractor, its sub-contractor, employees, agents, or workers.

c. The Contractor shall indemnify, hold free and harmless, and defend at its own expense the University and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;

d. The Agreement and the Contract Documents mentioned in the Agreement shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In cases of doubt or conflict between and among any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and the Agreement, the Contractor shall refer the same in writing to the University for clarification and guidance. The clarification or determination made by the University shall be binding and conclusive upon the Parties;

e. The Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City, Provided, that prior to any resort to the filing of an action in court or any quasi-judicial body, the parties shall endeavor to amicably settle any dispute according to the provisions of Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004", Provided further, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto in accordance with Executive Order No. 1008, otherwise known as the "Construction Industry Arbitration Law"; and

f. Should any provision of the Agreement be declared illegal, invalid or unconstitutional by the court of law, the rest of the other provisions not affected thereby shall remain valid, subsisting and binding.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University’s Delineation of Authority have been complied with.

**Period of Contract:** 120 Calendar Days as specified in the Notice to Proceed issued by the University

**Board action:** APPROVAL.

**General Construction Agreement between the University of the Philippines and the New TBP Construction & Development Corporation (Contractor)**

**Project:** Proposed Academic Building (Phase 1) for UP Diliman Extension Program in Pampanga, UP Clark, Pampanga

**Amount:** PhP31,448,284.19

**Mode of Procurement:** Public bidding in accordance with RA 9184 and its Implementing Rules and Regulations

**Particulars:**

The Contractor shall:

a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related work for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;
b. At its own expense, be responsible for the unloading, unpacking, and its inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site.

c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and

d. Render warranty services on all work performed in accordance with the provisions of the Agreement and the Contract Documents.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University’s Delineation of Authority, have been complied with.

**Period of Contract:** 270 Calendar Days reckoned from the date of receipt of the Notice to Proceed

**Board action:** APPROVAL

**Termination of the Bio-N MOA Previously Executed by and between UPLB and the then Technology Resource Livelihood Center in September 2001**

Hereunder is the pertinent letter of Secretary Estrella F. Alabastro, Department of Science and Technology:

“Dear President Roman:

The Technology Resource Center (TRC), an agency under the administrative supervision of the Department of Science and Technology (DOST), has successfully concluded a Joint Venture partnership with the UPLB Biotech for the commercialization of Bio-N.

After continuous growth over the last five (5) years, and having accumulated sales of close to PhP45 Million, the UPLB made a proposal to buy-out TRC equity for PhP15 Million last June 6, 2009 during the meeting of TRC-UPLB Biotech Joint Venture Management Committee (JV ManCom). Even if it was still profitable for TRC to continue to participate in the project, TRC accepted the proposal subject to the approval of TRC Board of Trustees (TRC-BoT).

For its part, the TRC-BoT saw the TRC has already accomplished its objective in entering into a Joint Venture partnership, that is, in order to assist in the commercialization of Bio-N and bring it to the wider market; hence, its approval for a UPLB buy-out of TRC equity was obtained last August 7, 2009.

Based on TRC’s last communication with its UPLB counterpart, the above will only be consummated with a favourable action by the UP Board of Regents. For this reason, I am respectfully endorsing the matter to your office.

Very truly yours,

ESTRELLA F. ALABASTRO
Secretary”

**Board action:** APPROVAL

**Letter of Secretary Arthur C. Yap addressed to Chairman Emmanuel Y. Angeles on the Establishment of the BIOTECH Complex at the Old National Stud Farm in UP Diliman**

Hereunder is the letter of Secretary Arthur C. Yap:

“This has reference to our fruitful meeting regarding several projects of the Department of Agriculture which we would like to implement in collaboration with your office. One of which is the establishment of the BIOTECH Complex at the Old National Stud Farm in UP Diliman.

We highly appreciate the suggestion to establish BIOTECH Complex at the Old National Stud Farm in UP Diliman instead of the original plan of establishing an AgriVet Park.

As we have mentioned, the AgriVet Park is a showcase of the technologies and applications of agriculture and veterinary medicines through the establishment of theme gardens and recreational facilities, provide venue for education, information sharing and exchange in the fields of agriculture and veterinary medicines and also venue for the laboratory exercises and practicum of agriculture, veterinary medicine and architecture students.

We respectfully attached a copy of the Project Brief and copy of the signed Memorandum of Agreement (MOA) between the Department of Agriculture and the University of the Philippines at Los Baños for the establishment of an AgriVet Park for your reference.

We would be very glad to receive your further suggestions and/or comments on the facility to be established at the Old Stud Farm.

Thank you very much for your support.

Very truly yours,

ATTY. ARTHUR C. YAP
Secretary”

**Board action:** The Board agreed to set aside this item considering that Secretary Arthur C. Yap is no longer with the Department of Agriculture.

**Request of CICT Chairman Ray Anthony Roxas-Chua III to Chairman Emmanuel Y. Angeles for Possible Five Years Extension of Lease Contract of the Commission on Information and Communications Technology (CICT) and the National Computer Center (NCC) Office in UP Diliman**

Hereunder is the letter of Chairman Ray Anthony Roxas-Chua:

“This is in relation to the Contract of Lease of the land presently being occupied by the Commission on Information and Communications Technology (CICT) and the National Computer Center (NCC) offices, which is located at C.P. Garcia Avenue, here at UP Diliman. The twenty (20) year lease contract, which was entered into on 30 January 1991 by and between NCC and UP, is due to expire on 30 January 2011.

In the absence of budget allocation for the relocation of the CICT and NCC offices, we believe that it will take some time for CICT and NCC to be able to finalize its plans on where to
transfer its offices to a suitable place for it to effectively carry out its mandated functions. It might likewise be worth noting that from the time the contract of lease took effect in 1991, it took NCC almost five (5) years before the building was constructed and finally used for the purpose.

In view of these, we are seeking assistance in our request to be allowed an extension of five (5) years to the Contract of Lease.

We look forward to your support for this request when this concern is raised with the Board of Regents.

Very truly yours,

RAY ANTHONY ROXAS-CHUA III
CICT Chairman"

There is a need to carefully review the requested extension, in the light of possible financial losses to the University in the event that such five-year extension is granted. The following should illustrate the potential losses:

<table>
<thead>
<tr>
<th>End of Lease:</th>
<th>January 30, 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land area:</td>
<td>Approximately one hectare (10,000 sq. m.)</td>
</tr>
</tbody>
</table>

Assuming that the building was constructed with an FAR of 2 (a reasonable presumption considering the four-storey structure now existing on site), total floor area should be approximately 20,000 sq.m. UP Open University (UPOU) presently occupies around 25% of the floor area, with NCC and CICT occupying the rest. Further assuming a net occupied leasable area of 60% (the NCC portion of 75% less 15% circulation space), this yields around 12,000 sq.m. leasable space presently occupied by NCC/CICT. (These computations should however be subject to verification of actual occupied space.)

Even at a rate of only P300/sqm, this translates to potential revenues of P3.6 Million/month, or P43.2 Million per annum that the University stands to lose if such rent-free extension is granted. This translates to P216 Million for the entire requested extension period of five years.

Taking cognizance of the fact (as stated in CICT Chairman Roxas-Chua’s letter) that there is presently no budget for the relocation of the NCC/CICT offices, it may perhaps be possible to grant NCC/CICT an extended stay for the requested five-year period on the following terms:

1. First two years – deferred rental payment, the entire two-year lease amount payable at the end of the first two-year period, based on actual floor area occupied (the G to G arrangement may initially stipulate discounted rates);
2. For year 3 to 5, regular monthly rental payments, also based on actual occupied floor space.

It may also be necessary to relocate spaces within the NCC building in the light of the need for more space of the UP Open University and other Diliman units.

Board action: The Board approved the request for a 5-year extension of the Contract of Lease with CICT and the NCC. The University, however, will now charge rent which will be negotiated, taking into consideration what is to the best interest of UP.

N.B. President Roman explained that CICT Chair Ray Anthony Roxas-Chua III is requesting the University of the Philippines to extend to them the lease contract for five (5) years without rent, but the President recommends not to accept his proposal. She said that the CICT and NCC could stay for five (5) more years provided they pay the rent. The rental rate would have to be computed.

Regent Gonzalez suggested that they charge rental of P300 per square meter which would have a total of P3.6 Million per month or P40 Million per year.

President Roman informed the Chair that the construction of the building was shouldered by the CICT and the lease was rent free for twenty years. The CICT and NCC have been here for twenty years, so the building is being transferred to UP who will now charge rent, considering that the lease is no longer rent free. She added that CICT knew very well that the lease contract was going to expire, so they should have prepared themselves for the rental fees.

Regent Gonzalez made a motion which was duly seconded that the Board approve the charging of rental fee.

Regent Pascual asked if the rent would not be fixed. The Chair replied that the rent would have to be negotiated, taking into consideration what is to the best interest of the University.

Since there was no objection to the motion and considering that the charging of rent would be to the best interest of the University, the Board decided to approve the charging of rent subject to negotiation with the other party.

Request of President Emerlinda R. Roman for Authority to Travel to Auckland, New Zealand from 29 June to 4 July 2010 to Attend the APRU 14th Annual Presidents Meeting

The President requests permission to travel to Auckland, New Zealand on official time from 29 June to 4 July 2010, inclusive of travel time, to attend the 14th Annual Presidents Meeting of the Association of Pacific Rim Universities (APRU).

The UP President’s annual participation in said activity is UP’s commitment to the APRU. UP is the lone member from the Philippines.

The UP President shall chair the Presidents’ Open Forum which will be held during the Business Meeting on July 2.

The President would like to request financial support for the following:

1. roundtrip economy airfare;
2. visa fee;
3. actual cost of accommodation in the official venue of the meeting as determined by APRU (Hyatt Regency Auckland Hotel);
4. the remaining portion of per diem intended for un-sponsored meals and incidental expenses, for 5 days; and
5. the usual pre-travel allowance.

These shall be taken from the UP International Linkages Fund. The President also requests her salary for the period, permission to use the official passport and exemption from payment of travel tax.

Board action: APPROVAL.

Request of President Emerlinda R. Roman for Authority to Travel to the United States from 5 August to 20 August 2010

The President requests authority to travel to the United States from 5 August to 20 August 2010 to:

1. attend the reunion of the UP Nursing Alumni Association, International
2. attend the reunion of the UP Rural High School alumni
3. attend the awarding ceremonies of UP Alumni Association in Greater Los Angeles
4. meet with alumni chapters in New York and Chicago
5. meet with the Friends of UP Foundation in America
The President would like to request payment of her salary during the period, use of official passport, exemption from payment of travel tax, per diem for incidental expenses, and the usual pre-travel allowance. These shall be taken from the UP International Linkages Fund.

Board action: APPROVAL.

Committee Report on the Position Classification and Compensation Plan (PCCP)

The Position Classification and Compensation Plan (PCCP) Committee, constituted by Dr. Emerlinda R. Roman to conceptualize a PCCP for the University, proposes the following general compensation principles:

Proposals on the Compensation Structure

1. UP employee salaries and benefits should be equivalent to those being received by their counterparts in the private sector (RA 9500 Section 13k).
2. De-couple the promotion in UP from DBM-initiated promotion through Scientific Productivity System, Artist Productivity System and other programs.
3. Faculty and REPS compensation will be competency-and productivity-based while the Administrative Personnel compensation will be on the job description;
4. Give additional compensation to faculty administrators based on their performance evaluation, which is based on certain criteria (e.g. publication, set goals, contribution in securing funding for projects).

Proposals on Financing the New Compensation Structure

1. Look at the actual costing of making UP a research University.
2. UP should commit to maximize the yield of its assets.
3. Review the Charter to facilitate resource generation by the University.
4. Lobby for legislation that would earmark a certain percentage of tax from identified revenue sources areas. This would be a source of sustainable income for the University.
5. Allow the colleges to generate their own resources as a compensation supplement.
6. Review the socialized tuition fee scheme, particularly the upper brackets, to make the upper brackets near the actual cost of UP education.
7. Reduce the subsidy of the faculty to the students.
8. Set a clear direction for intellectual property (IP) policy to support the resource generation of the University.
9. Rationalize the administrative fee (currently at 15%) of UP projects with government and non-government organizations.
10. Distribution of new resources may consider the capability of units to generate resources subject to certain conditions such as research productivity.

The Committee proposes that several committees be constituted to review and look at the following principles

1. Review the Charter to facilitate resource generation by the University.
2. Lobby for legislation that would earmark a certain percentage of tax from identified revenue sources areas. This would be a source of sustainable income for the University.
3. Review the socialized tuition fee scheme, particularly the upper brackets, to make the upper brackets near the actual cost of UP education.
4. Reduce the subsidy of the faculty to the students.
5. Rationalize the administrative fee (currently at 15%) of UP projects with government and non-government organizations.
6. Distribution of new resources may consider the capability of units to generate resources subject to certain conditions such as research productivity.

Board action: Noted. Faculty Regent Taguiwalo suggested that the report of the Committee on the Position Classification and Compensation Plan (PCCP) be circulated “so that the faculty can be involved in examining rather than approving this right away even in terms of principle.”

C-5 Widening Project (Tandang Sora Section from Magsaysay Street to Damayan Valley)

The Department of Public Works and Highways (DPWH) conducted a relocation survey of portions of UP Property to determine the boundaries of the UP properties namely Lot 42-G3 and Lot 42-A-2 wherein several structures and informal settlers are to be affected by the construction/widening of C-5 Road (Tandang Sora Section from Magsaysay to Damayan Valley), Quezon City. The survey was jointly carried out by the DPWH, representatives from the Department of Geodetic Engineering and the Office of the Campus Architect (OCA) on September 15 and 16, 2009.

Based on the survey, a total of 2,882 square meters of university land will be eaten up by the widening project. Meanwhile, fifty (50) structures will also be affected by the project. The OVCCA and the Housing Office (HO) are presently determining the number and identities of affected UP employees. The OVCCA shall submit its appropriate recommendations concerning relocation issues in a separate transmittal.

The OVCCA has advised the DPWH to seek permission from the Board of Regents (BOR) before any construction in affected areas can be done within university grounds. Meanwhile, based on earlier discussions with the DPWH, it is unlikely that the University will be given monetary compensation for its land that will be eaten up by the project. However, the OVCCA recommends that the DPWH complies with the following demands:

1. that the DPWH complete the construction of the new fence at the back of Vinzon’s Hall and Narra Residence Hall; and
2. that the DPWH construct a fence at the edge of university property along Tandang Sora to prevent further intrusion of outsiders into the campus.

Unless the DPWH agrees to these demands, the University may refuse to grant permission to said agency to start construction within university grounds. Failure to meet these demands may be sufficient reason for the University to take legal actions against DPWH.

Board action: APPROVAL.

UP Mindanao Campus Land Use Plan

The University of the Philippines Mindanao is the only Constituent University (CU) of the UP System created by an Act of Congress in 1995 through RA 7889, in response to the clamor of the Mindanaoans to have equitable access to UP education.

UP Mindanao is mandated by the Board of Regents to “attend to the upgrading of science, technology, agriculture education in the region; the training and education of the region’s management and leadership in agribusiness, regional and local government, and education; and the development of programs on Mindanao and East ASEAN culture, geopolitics, economy and the environment.” [Section 5, BOR Resolution
Establishing UP in Mindanao, 1085th Meeting, 23 March 1995

True to its mandate, the University of the Philippines Mindanao is committed to lead in providing affordable quality education, scholarly research, and responsive and relevant extension services to diverse, marginalized and deserving sectors in Mindanao and neighboring regions through its programs in the sciences and the arts, inculcating a passion for excellence, creative thinking, and nationalism in the context of cultural diversity in a global community.

“Unit in Diversity,” this is what the University stands for. Amidst the multifarious beliefs and principles, UP Mindanao constituents are united in their aim to become the premier University in Mindanao. This is enshrined in the acronym EXCELLENCE which UP Mindanao has adopted as its vision statement. EXCELLENCE means to EXCEL in Leadership, Education, Nationalism, Cultural Sensitivity, and Environmental Nurturance.

CAMPUS DEVELOPMENT CONCEPTS

The campus is envisioned to provide an environment for quality learning that is conducive to intellectual development and value formation. Academic facilities and structures shall be sensitive to the human scale and be distinguished by an architectural character reflective of the region’s history, art and culture and anchored on the University’s image.

It shall be a “garden” campus featuring integrated green areas and public spaces that present a sequence of experiences, ranging from one of solitude to vibrant communal activities supported by a sustainable transport system. As a self-contained community, it shall respond to the institution’s socio-civic requirements while maintaining an active “town and gown” interface. The “pedestrian” campus shall give priority to the pedestrian network composed of series of protected walkways, bikeways, and landscaped areas.

All features of the learning environment, from the built to the natural, must communicate a distinctive sense of place and imagery that functionally fulfills UP Mindanao’s vision as THE premier in the region located in a “Green University Town.”

THE LAND USE PLAN

The assessment of land requirements for the various uses and developments in the campus is primarily based on the academic demand for land. After the requirements for academic purposes were determined, the land requirements for other land uses then articulated.

The proposed land use plan is also integrated with a transportation plan for the Campus in order to cope with the requirements for future campus development. A key feature of the land use plan is the provision of land for open spaces and environmental considerations.

The academic clusters shall constitute the core campus. The center of the core campus is the Oval park, which serves as the open space for the academic clusters. The area for research and development (R&D) shall be reflected as a component of the campus core. The overall open space requirements of the Campus shall serve as buffer for other land uses in the future.

IMPLEMENTATION OF THE CAMPUS MASTER DEVELOPMENT PLAN

The implementation of the UP Mindanao Campus Master Development Plan will be in phases. The present student population and the availability of funds will be the major considerations in planning the phases of the development of the campus. In broad terms, the plan will be in three (3) major phases.

Phase 1 will include the establishment of the UP Mindanao Road Network, referred to as the Mindanao Loop and the major roads to define the boundary and periphery of the Academic Core. The second phase
higher and estimated at the amount of PhP30 Million. The vessel is 411 tons with one main engine of 1200 HP 6-cylinder NIGATA brand and two generators engine also NIGATA of 300 HP complete with facilities of training research vessel for the courses marine biology and fisheries. The ship is capable to travel as far as Japan with its fuel tank capacity of 120 tons and fresh water of 60 tons. It can accommodate 20 ships crews.

**Utilization**

The vessel, with its machine, engine, equipment and facilities will be used for instructional purposes, research and training activities of SUCs of the Western Visayas.

The vessel will be used for the following purposes:

- As laboratory for the Marine Engineering, Electrical and Mechanical Engineering students in their ship nomenclature, orientation and power plant;
- Venue for the training on the actual operation, maintenance and typical repairs performed on ships and other related activities;
- With its radar and communication system it will be used as laboratory for the electronics and communication engineering and technology;
- The facilities for research will be utilized by students of the fisheries institution and its fishing equipment will be used as well in the enhancement of laboratory of students taking fisheries courses;
- Its accommodation facilities and kitchen can be used for laboratory of student of Hotel and Restaurant Technology;
- As alternative accommodation facilities for members of PASUC VI who are stranded in Iloilo City;
- Can be used by other private or public institutions training and research facilities on a rental basis (income generation); and
- Its conference room can be utilized as an alternative venue for conference and other staff meetings.

**Implications**

The purchase of MV SARDINELLA with the intended utilization and purposes will be servicing around 75,700 students of schools that are members of PASUC VI.

PASUC VI is committed to the development of competent graduates who are technologically competent, morally and spiritually upright; globally competitive and shall provide leadership in their chosen profession. The challenge facing the educational and training institution lies in ensuring that education and training programs make individuals employable and help them gain access to relevant work opportunities. The acquisition of the training research vessel with its facilities for training and research will truly help attain this goal.

**Board action**: APPROVAL. The Board agreed to sell the MV Sardinella, a Training Research Vessel of UP Visayas to SUCs under PASUC VI at PhP8 Million: PhP5 Million in cash and PhP3 Million as financial assistance to the SUCs.
Finally, respondent-appellant’s attempt to vacate the entire decision is not tenable. The decision is an integral part of the decision issued June 30, 2009 which is final and executory. In any event, the resolution of the administrative case against respondent-appellant was not prejudiced by the decision of the administrative body on the non-assessment case. Hence, the resolution of the non-assessment case cannot be a basis for vacating or setting aside the decision issued in the administrative case.

In this case, therefore, the decision of the administrative body on the non-assessment case cannot be a basis for vacating or setting aside the decision issued in the administrative case. In any event, the decision of the administrative body on the non-assessment case cannot be a basis for vacating or setting aside the decision issued in the administrative case.
or made verbal remarks of a sexual nature against Mr. Kathleen G. Martin. By (2) attempting sexual intimacies in fog, Mr. Martin a student of the University and your student in F.I. 1986 class, that you were then teaching. (3) When Mr. Martin requested for taking breakfast, you requested. "Mr. Martin, not for breakfast or taking. Are you going into the kitchen?" Telling taking by myself, it is interesting discussing 'telling' taking your own breakfast, discussing 'explained' and further, it is interesting, interesting to Mr. Martin, you Mr. and your other students reach the point of being dismissed, (4) inside a vehicle during the trip back to Manila from the said field trip, when Mr. Martin asked another question of the class. "From nature there's nothing more, you must make more." by requesting, "Because my mailing, mainly" than be subsequently saying to Mr. Martin, "What, you told me to have natural discussions when you're in the kitchen, why the kitchen itself, and asking, Mr. Martin. Then Mr. Martin, "What do you mean?" Then by saying to Mr. Martin, "I'm not saying. Why the kitchen itself, and asking, Mr. Martin. Then by bringing Mr. Martin to share the companion of which he she was talking to me, and upon Mr. Martin's refusal, by then saying to Mr. Martin, "Then say no. Answer, then you stand out in the class. You're one of a hundred. You're one of my favorites. I'm not disappointed." And in class, you requested (5) Mr. Martin to need a correction with the performance of, creating an intimidating, hostile or offensive academic environment for, and causing discrimination, harassment, fear and anger to Mr. Martin in violation of Rule 6, Section 7 of CR Resolution No. 14-1994.

RESPONDENT: You are directed to (1) answer the above changes to writing, and/or fail to do than actually to chance from uncorrected, and (2) indicates in your answer whether or not you object a formal investigation of the changes. Failure to file an answer within the period indicated shall be considered a waiver of your right thereto. You are further advised that you are entitled to the assistance of counsel of your choice and may submit additional evidence.

Respondent-appellant filed a formal investigation of the incident. Thus, the Hearing Committee consisted of Professor Mr. Oscar M. de Guzman, Mr. Changemong and Mr. Cesar Navaer and Mr. Vicente C. Manalo as members. The hearing conducted the hearing. After the proceedings and the submission of the parties' respective memoranda, the Board found that respondent-appellant committed sexual harassment as contained in the formal charge and made recommendation to the Board to grant the petition of suspension for two (2) months.

On 13 December 2008, the CRO Administrator decided to adopt the recommendation of the Committee. Respondent-appellant’s motion for reconsideration was denied in an Order dated 14 May 2009.

Respondent-appellant filed an appeal before the Office of the President on 13 June 2009. On 30 September 2009, the Office of the President issued a decision affirming the decision of the Chancellor to the dispossession of which states.

RESPONDENT: On 13 May 2009, at 10:30 A.M. at the CR Office, Mr. Sergio V. Cua, which directed respondent-appellant’s motion for reconsideration and granted the petition for two (2) months suspension, a balance of 15 months was reserved.

Respondent-appellant received a copy of the Decision on 30 September 2009.
RESPONDENT APPELLANT’S GROUNDS FOR APPEAL

Respondent appellant cited the following grounds in support of the appeal:

1. The Office of the President erred in affirming the decision of the UP Senate Committee on the grounds of severe harassment and
cruelty, the penalized respondent appellant was not given a fair hearing.

2. In any event, the penalty imposed is too harsh and excessive and/or not authorized under law.

Specifically, respondent appellant cites the following arguments in support of the appeal:

1. Respondent appellant’s alleged “attacking in any form” complaints against the accused made during the trial and immediately conversed with the writer of “written summary of undisputed evidence”.

2. Respondent appellant did not deny the words uttered and the actions during the trip and immediately conversed with the writer of “written summary of undisputed evidence”.

3. The President of the Senate of the Philippines recognized the respondent appellant’s own corporate rules, which required no further investigation.

4. Although alleged in the Change Report, there is no finding that actual damages were sustained, reflected on the request by respondent appellant.

5. The resolution of a penalty applicable to Mr. Carlos E. Oliva is in accordance with the facts and circumstances.

COMMENT

Respondent appellant’s actions resulted in a hostile or offensive atmosphere for complainant.

Respondent appellant does not deny his actions towards the complainant, nor claims that these were not in a sexually perverted context.

Respondent appellant was convicted more than once that his actions have already been found “collective harassment,” and saldırıng group behavior.” Furthermore, the President of the Senate of the Philippines recognized the respondent appellant’s alleged corporate rules during the course of the hearing.

There is no evidence that the respondent appellant’s actions created an offensive and hostile environment for complainant. To such an extent that complainant stated that he was against respondent appellant and had to stop attending respondent appellant’s classes. He even requested that he be allowed to complete the course requirements that was the reason for the suspension.

Complainant narrated in the Committee the events she suffered after the incident:

MSIT: Ah, student mo na ako na, kaya umalis ko na rito?
MSIT: Opo.

MSIT: Saan amin mo na rin ako, kaya umalis ko na rito?
MSIT: Opo.

MSIT: Saan amin mo na rin ako, kaya umalis ko na rito?
MSIT: Opo.

MSIT: Saan amin mo na rin ako, kaya umalis ko na rito?
MSIT: Opo.
Clearly, respondent-appellant’s attempt to tug complainant, sitting unsteadily close to complainant and uttering of statements with unmitigated sexual connotations constitute an ample basis for that of replying to him, or in the vernacular, “make ride.” This complaint was unable to do precisely because such would have been highly inappropriate.

The President correctly imposed a penalty of two months suspension upon respondent-appellant.

The decision of the Office of the President is hereby affirmed the penalty imposed upon respondent-appellant, namely:

"Respondent-appellant was grossly negligent in the performance of his duty and is hereby suspended for two months’ suspension.

Thus, the same rule will apply for specific sexual harassment cases as follows:

1st offense: Suspension for six months
2nd offense: Suspension for one year
3rd offense: Dismissal"

Further, applying Section 15 of Resolution No. 15-461 of the Civil Service Commission, regarding, Administrative Disciplinary Rules on Sexual Harassment Cases, the following shall be considered Case Closing Statements.

A. Case Closing Statements shall include, but are not limited to:
   1. volunteered or written statement by respondent-appellant;
   2. giving an undertaking to be a good officer;
   3. demerits or demerits notes or reprimands directed toward the members of one or more of the accused’s conditions or to be posted or to be published;
   4. unlawful sexual advances or sexual harassment;
   5. other analogous cases.

B. Case Closing Statements shall include, but are not limited to:
   1. case closing statement by the complainant;
   2. giving an undertaking to be a good officer;
   3. any other analogous cases.

The matter is hereby closed.

The penalty imposed upon respondent-appellant falls within the range provided by the Implementing Rules, as well as the Civil Service Commission’s guidelines on Sexual Harassment Cases. Thus, there is no need to entertain the petition of the complainant.”
Jurisdiction of the Board of Regents in the Appeal Filed by Mr. FLORENDO C. SAMBRANO, Administrative Officer V, Supply and Property Management Office, UP Los Baños

Hereunder is the Memorandum of the Vice President for Legal Affairs dated 10 November 2010 for the Board:

"FACTS:

Appellant Florendo C. Sambrano (‘appellant’) is employed at UP Los Baños as Administrative Officer V of the Supply and Property Management Office (‘SPMO’). Appellant was given an unsatisfactory performance rating for the period January to June 2007. Upon appeal to the UP System Performance Evaluation Review Committee (UPSPERC), the UPSPERC unanimously upheld his unsatisfactory performance rating. He now appeals to the Board of Regents.

ISSUE:

Whether or not the Board of Regents has jurisdiction to entertain appellant’s appeal.

COMMENTS:

The UP Board of Regents does not have jurisdiction to entertain appellant’s appeal.

A reading of the statutes and rules regarding performance evaluation promulgated by the Civil Service Commission (‘CSC’) and the University of the Philippines (‘University’) shows that the Board of Regents does not have jurisdiction over appeals of performance ratings.

Executive Order No. 10 (‘EO 10’) dated 28 December 1973 provides the Revised Performance Rating System for Administrative Personnel prior to the adoption of the University of the CSC Rules. Under EO 10, an employee who is dissatisfied with his performance rating must first discuss such rating with his immediate supervisor. If the employee is still not satisfied with his oral appeal, he may file a written appeal to the President of the University through his immediate superior and the head of the unit to which he belongs. The appeal is then referred by the President to a Committee which evaluates the appeal. The Committee then submits a recommendation to the President, who shall make the final decision on the case.

In 1975, Presidential Decree No. 807 (‘PD 807’) was issued, providing for the organization of the Civil Service Commission (‘CSC’). Section 31 of PD 807 provides:

SECTION 31. Performance Evaluation System. — There shall be established a performance evaluation system, which shall be administered in accordance with rules, regulations, and standards promulgated by the Commission for all officers and employees in the career service. Such performance evaluation system shall be administered in such manner as to continually foster the improvement of individual employee efficiency and organizational effectiveness.

Each department or agency may, after consultation with the Commission, establish and use one or more performance evaluation plans appropriate to the various groups of positions in the department or agency concerned. No performance evaluation shall be given, or used as a basis for personnel action, except under an approved performance evaluation plan. Provided, That each employee shall be informed periodically by his supervisor of his performance evaluation.
The CSC issued CSC Resolution No. 91-1631, stating the Rules Implementing Book V of Executive Order No. 292 and other pertinent civil service laws, and which sets forth the general guidelines regarding Performance Evaluation, thus:

**RULE IX, SECTION 1.** There shall be established performance evaluation systems in every department or agency of the national and local governments, including state universities and colleges and government-owned and controlled corporations with original charters.

With regard to appeals, CSC Resolution No. 91-1631 provides:

**RULE IX, SECTION 5.** An employee who expresses dissatisfaction with the rating given him may appeal through the duly established Grievance Procedure of the Department or Agency within fifteen (15) days after receipt of his copy of his performance rating. Failure to file an appeal within the prescribed period shall be deemed a waiver of such right.

Section F of the Guidelines Implementing the Revised Performance Evaluation System of the University of the Philippines (“Guidelines”) provides:

F. System of Appeals.

Problems on the establishment and performance targets and evaluation of performance shall be settled at the Unit PERC level or appealed to the University PERC (UPPERC) if necessary.

Civil Service Commission Memorandum Circular No. 13 series 1999 provides:

VI. Appeals

1. Employees who feel aggrieved or dissatisfied with their final performance ratings can file an appeal with the PERC within ten (10) days from the date of receipt of their Performance Report Forms from the PERC. Employees, however, shall not be allowed to protest the performance ratings of their co-employees. Ratings obtained by other employees can only be used as basis or reference for comparison in appealing one’s performance rating.

2. The PERC shall decide on the appeals within one month from receipt.

Appeals lodged at any PERC shall follow the hierarchical jurisdiction of various PERCs in an agency. For example, the decision of the Provincial PERC is appealable to the Regional PERC which decision is in turn appealable to the National/Central Office PERC.

The decision of the PERC in the central office of departments may be appealed further to the CSC, Commission Proper, only in exceptional instances.

The UP Guidelines provide the hierarchy of bodies handling performance evaluation. Specifically, problems involving performance evaluation should be brought up before the Unit PERC. In this case, this is the UP Los Baños PERC. Decisions of the Unit PERC should be appealable to the UPSPERC. The Guidelines are silent as to appeals beyond the level of the UPSPERC. The CSC Rules, however, provides that decisions of the PERC in the central office may be appealed further to the CSC, Commission Proper.

Considering appellant’s performance rating has already been reviewed by the UPSPERC which is a system-wide or national PERC system, appellant’s recourse is to appeal to the CSC Commission Proper, assuming that his case may be considered an exceptional instance.

It should be noted that Republic Act No. 9500, otherwise known as the University of the Philippines Charter of 2008 (“Charter”) does not contain a specific provision regarding performance evaluations. Although the Board of Regents has the power to appoint University Officials, and consequently to discipline them, as well as to exercise such powers as may be proper and necessary to carry out the objectives of the Charter, such general powers cannot be invoked when the Rules specifically provide which authority exercises a specific power. In this case, it is the CSC, not the Board of Regents, which has such power.

Further, Executive Order No. 292, as amended, otherwise known as the Administrative Code of 1987, provides the definition of Administrative Relationships. Section 38 provides:

**SECTION 38. Definition of Administrative Relationships.**

— Unless otherwise expressly stated in the Code or in other laws defining the special relationships of particular agencies, administrative relationships shall be categorized and defined as follows:

1. **Supervision and Control.** — Supervision and control shall include authority to act directly whenever a specific function is entrusted by law or regulation to a subordinate; direct the performance of duty; restrain the commission of acts; review, approve, reverse or modify acts and decisions of subordinate officials or units; determine priorities in the execution of plans and programs; and prescribe standards, guidelines, plans and programs. Unless a different meaning is explicitly provided in the specific law governing the relationship of particular agencies, the word “control” shall encompass supervision and control as defined in this paragraph.

2. **Administrative Supervision.** —

   a. Administrative supervision which shall govern the administrative relationship between a department or its equivalent and regulatory agencies or other agencies as may be provided by law, shall be limited to the authority of the department or its equivalent to generally oversee the operations of such agencies and to insure that they are managed effectively, efficiently and economically but without interference with day-to-day activities; or require the submission of reports and cause the conduct of management audit, performance evaluation and inspection to determine compliance with policies, standards and guidelines of the department; to take such action as may be necessary for the proper performance of official functions, including rectification of violations, abuses and other forms of maladministration; and to review and pass upon budget proposals of such agencies but may not increase or add to them;

   b. Such authority shall not, however, extend to: (1) appointments and other personnel actions in accordance with the decentralization of personnel functions under the Code, except when appeal is made from an action of the appointing authority, in which case the appeal shall be initially sent to the department or its equivalent, subject to appeal in accordance with law; (2) contracts entered into by the agency in the pursuit of its objectives, the review of which and other procedures related thereto shall be governed by appropriate laws, rules and regulations; and (3) the power to review, reverse, revise, or modify the decisions of regulatory agencies in the exercise of their regulatory or quasi-judicial functions; and
c. Unless a different meaning is explicitly provided in the specific law governing the relationship of particular agencies, the word “supervision” shall encompass administrative supervision as defined in this paragraph.

Under the Administrative Code, the power of administrative supervision, including the authority to cause the conduct of performance evaluation, is a separate and distinct power, different even from that of the power of appointment. Consequently, since the power of performance evaluation is not specifically lodged with the Board of Regents, the Board should leave such matters to the expertise of the UPSPERC.

In conclusion, it is recommended that appellant’s appeal should be dismissed for lack of jurisdiction.

Board action: NOTATION. The Board took note of the fact that it does not have jurisdiction to entertain appellant’s appeal.

N.B. Staff Regent Cabrera inquired if this is the first time that a case of this nature was presented to the Board Regents. He said that based on his reading of the legal opinion it is not really accurate to say that the Board has no jurisdiction in this particular case. The Staff Regent thinks that the Board of Regents should be the last structure that can be depended upon to protect the rights of the employees. This should not be taken away from them. Regent Cabrera recalled that in a previous meeting of the Board, the President herself proposed that this matter be reviewed by a Regent’s Committee.

While an ADT case is on appeal, the employee, according to Regent Cabrera, remains to be an employee of the University. In this case, what would be the effect on the employee if the appeal is brought before the Civil Service Commission. Citing Vice President Te, the Staff Regent said that the employee could not later report to his work. He would no longer get his pay until there is a decision from the Civil Service Commission. The impact on the employee is great considering he is hoping that the Board would act on his appeal.

President Roman explained that this is the role of the Civil Service. Regent Cabrera said that this is as if the Board is passing the buck to the Civil Service Commission. He thinks an agency’s Board of Directors or in the case of UP the Board of Regents is still the last resort for appeal unless he says he is shown a ruling contrary to this.

Vice President Te commented that the jurisdiction of the Civil Service is clear. He does not think that there is room for interpretation there. He clarified that his is a recommendation because it is not his office that implements. But, his recommendation is based on the Law, based on existing rules and based on practice as well as other institutions. Admittedly, Professor Te pointed out, this is the first time that a case of this kind is brought before the Board of Regents.

Mr. Sambrano, according to President Roman can appeal to the Civil Service Commission. Vice President Te added that the case goes directly to the Civil Service Commission. This is not the same as a case that went through the Administrative Disciplinary Tribunal (ADT). This is a case that concerns performance evaluation. Under the Administrative Code, administrative supervision is not with the Board of Regents. This is with the Civil Service Commission.

What is involved here according to Regent Cabrera is the means of the livelihood of the employee. He pointed out that he does not want to take away from the Board the power to review acts of officials of the University.

Vice President Te explained that the University is bound by its Charter. There is nothing in the Charter that gives the Board that power mentioned by Regent Cabrera, and without that power, the Board cannot act. Now, there is a clear power given in the Administrative Code and the Civil Service Law to the Civil Service Commission. The means of livelihood is not the issue. The issue is on what the Law provides. There is nothing that can be done whether or not there is compassion.

Regent Cabrera requested Vice President Te to provide him with relevant documents pertinent to cases in other agencies where an appeal did not go through their highest policy making body but went up directly to the Civil Service Commission.

Vice President Te agreed to give Regent Cabrera the pertinent documents. He said that he commiserates with Mr. Sambrano but the remedy he is asking for is not with the Board. Had he appealed to the Civil Service Commission, his case might have been settled by this time.

President Roman pointed out that she cannot understand why Mr. Sambrano does not want to appeal to the Civil Service Commission. He might get a favorable decision.

Regent Cabrera reiterated his request for pertinent documents. His position he said might change once he sees these documents. In the meantime, he suggested that no action be taken by the Board.

President Roman clarified that there is no action expected from the Board. This is a legal opinion informing the latter that it has no jurisdiction on the appeal of Mr. Sambrano.

Regent Cabrera said that by saying the Board has no jurisdiction, effectively it is saying that Mr. Sambrano is no longer an employee of the University because of his two “Unsatisfactory” rating. Unless, when appealed to the Civil Service Commission, he continues to get his salary. This is not a simple decision, according to Regent Cabrera. It is the life of the employee and his family that are at stake here.

The matter of Mr. Sambrano getting his salary while his case is on appeal with the CSC is something that should be clarified with the Commission, according to the President.

Vice President Te informed the Board that right after they have rendered the legal opinion, Regent Cabrera already talked to him and he already told him that Mr. Sambrano should file his appeal before the CSC. He even told him that there is one UP employee who filed her appeal before the CSC and won her case and was reinstated automatically.

The President clarified that this was a case of “Absence Without Official Leave” (AWOL).

Vice President Te clarified that it is not the Board that would refer the case of Mr. Sambrano to the CSC. The Board does not have this power. It is Mr. Sambrano that should initiate the move. What he cannot understand according to Vice President Te is why up to now Mr. Sambrano has not appealed his case to the CSC.

For the record, Regent Cabrera informed the Board that Mr. Sambrano is the President of the ALL UP Workers Union, UP Los Banos Chapter. He is aware that Mr. Sambrano has other cases. If he were in Mr. Sambrano’s shoes, Regent Cabrera said that he would feel harassed. This, he said, would explain his reaction to this case.

President Roman informed the Board that she has asked the Vice President for Administration to look into the performance of Mr. Sambrano. There are documents from his colleagues at the SPMO in Los Banos which show that he is not always in his office. He would come at 8 am, leave the office at 10 am and would be back before 5 pm. Earlier, Mr. Sambrano already got two (2) “Unsatisfactory” ratings. He appealed to the President and was given another chance. He should have been dismissed then.

Election of the Student Regent

In a letter dated 21 May 2010, former Regent Chariisse Bernadine I. Bañez informed the Chair of the Board of Regents that the General Assembly of Student Councils (GASC) selected MS. CORI ALESSA CO, former Chairperson of the University of the Philippines Baguio University Student Council (UPB-USC), as the next UP Student Regent for AY 2010-2011. Ms. Co was selected by the GASC according to the Codified Rules for Student Regent Selection (CRSRS) on 6 April 2010 at the Bulwagang Juan Luna, University of the Philippines Baguio, Baguio City.

Board action: NOTATION.
Concerns of the Faculty Regent


The Board of Regent’s Guidelines on the Selection of Deans include the following provisions: “The process shall start at least three (3) months before the end of term of the incumbent. On average, the search should only take a month.” And “To allow for a smooth transition, the next dean must be known a month before the end of term of the incumbent.”

The minutes of the BOR meeting show that the following Deans would be ending their terms in July 2010.

- **SLIS**
  - Dean: Vyva Victoria M. Aguirre
  - Term: February 16, 2010

- **AIT**
  - Dean: Corazon P. Rodriguez
  - Term: July 21, 2010

- **ENGINEERING**
  - Dean: Rowena Cristina L. Guevara
  - Term: July 21, 2010

- **NCPAG**
  - Dean: Alex B. Brillantes
  - Term: July 21, 2010

- **MUSIC**
  - Dean: Ramon Ma. Acaymo
  - Term: July 23, 2010

- **ECONOMICS**
  - Dean: Emmanuel S. de Dios
  - Term: July 31, 2010

- **CBA**
  - Dean: Erilda S. Echanis
  - Term: July 31, 2010

- **CSSP**
  - Dean: Zosimo Lee
  - Term: July 31, 2010

- **SWCD**
  - Dean: Amaryllis T. Torres
  - Term: July 31, 2010

- **ARCHITECTURE**
  - Dean: Danilo A. Silvestre
  - Term: August 23, 2010

Dean Aguirre of SLIS is serving on holdover capacity. She compulsorily retired on February 16, 2010 but her faculty appointment was extended by the BOR until May 31, 2010. There are only 8 faculty members in SLIS.

The new Deans of the Colleges of Education and the School of Urban and Regional Planning have already been appointed. All the other colleges have started the Search Process. At the CSSP, it is rather unusual that out of the four (4) nominees, three (3) of them did not accept the nominations. The Chancellor said that the term of the CSWCD Dean is also ending and that he was scheduled to meet with the faculty of the College that day.

President Roman said that it would require at least two (2) months before this matter could be submitted to the Board for action.

Regent Cabrera reiterated the Faculty Regent’s request that the Regents be given copies of the schedule of consultations. President Roman said that this has never been done in the past. She thinks that the Regents are free to ask the colleges and not wait for the Chancellor to submit the schedule which emanates from the colleges. Precisely, the President said, there is a Search Committee that prepares the report for the Regents. Now, there are Regents who want to participate in the Search Process.

Chair Angeles suggested that the Chancellor announce ahead of time the schedules of consultations and give copies to the Regents who might wish to attend.

Chancellor Cao said that the colleges decide the timetable. As of now he has nothing to submit because the colleges have no schedule yet.

Regent Taguiwalo thanked Chancellor Cao for providing them with the schedule of meetings with the faculty of the different colleges. However, she reiterates that the BOR guidelines on the Selection of Deans include the following provisions: The process shall start at least three (3) months before the end of the term of the incumbent. To allow for a smooth transition, the next Dean must be known a month before the end of term of the incumbent.

The Faculty Regent said that her college took the initiative. When the term of the Dean was going to end, the Dean actually initiated the process. She asked the faculty to form a search committee while waiting for the Chancellor to make the call.

Chair Angeles asked Chancellor Cao to follow the standing policy and give the Board copy of the schedule as soon as possible because the final selection of the Dean is the responsibility of the Board.

2. Motion for the Initiation of the Search Process for the New UP President (Materials related to the Search Process for the UP President were distributed on 27 May 2010)

The term of UP President Emerlinda R. Roman ends on February 2011.

Based on examination of the BOR records regarding the search process for the 2005 UP President, the Board of Regents, as early as February 2004, was furnished copies of materials related to the search.

The term of Dean Candido Cabrido of SURP ended on May 1, 2010. I have already submitted my recommendation for a second term for Dean Cabrido.

The search for the next dean of the CSSP is currently ongoing. They are following a search process adopted in 2004 and 2007. The committee is chaired by Dr. Elizabeth Ventura.

I will meet with the faculty of the following units on the following dates to discuss the search process:

- **AIT** faculty on May 25, 2010
- **SLIS** faculty on June 1, 2010
- **CSWCD** faculty on June 2, 2010
- **CSSP** faculty on June 2, 2010
- **College of Engineering** faculty on June 7, 2010
- **College of Music** faculty on June 9, 2010
- **NCPAG** faculty on June 10, 2010
- **CBA** faculty on June 10, 2010
- **School of Economics** faculty on June 17, 2010
- **College of Architecture** faculty on June 22, 2010*

*Note: The Board of Regents Guidelines on the Selection of Deans include the following provisions: “The process shall start at least three (3) months before the end of term of the incumbent. On average, the search should only take a month.” And “To allow for a smooth transition, the next dean must be known a month before the end of term of the incumbent.”

Dean Aguirre is inquiring about the status of the search process for the following deanships: Business Administration, Music, NCPAG, AIT, Economics and Engineering.

With the exception of the College of Education which now has a new Dean, there has been no information on the steps being taken to prepare for the end of the terms of the rest of the UP Diliman officials consistent with the BOR guidelines quoted above. Faculty Regent Taguiwalo is inquiring about the status of the search process for the following colleges: Business Administration, Music, NCPAG, AIT, Economics and Engineering.

On 25 May 2010, Chancellor Cao wrote to the President giving her an update on ongoing search processes for deanships. Hereunder is his report:

> "This year, the following deans will be ending or have ended their term as follows:

<table>
<thead>
<tr>
<th>UNIT</th>
<th>DEAN</th>
<th>END TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLIS</td>
<td>Vyva Victoria M. Aguirre</td>
<td>February 16, 2010</td>
</tr>
<tr>
<td>AIT</td>
<td>Corazon P. Rodriguez</td>
<td>July 21, 2010</td>
</tr>
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<td>ARCHITECTURE</td>
<td>Danilo A. Silvestre</td>
<td>August 23, 2010</td>
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</table>
These are “On the Search Process for the President of the University of the Philippines” and “Materials Pertinent to Search for University Presidents.”

Also, the BOR on June 9, 2004 (UP Gazette, Vol. XXXV, No. 2, April-June 2004, p. 30) approved the following timetable for the Search Process for the UP President:

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Details</th>
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</thead>
<tbody>
<tr>
<td>a. Call for Nominations</td>
<td>Tuesday, 1 June to Friday, 30 July</td>
</tr>
<tr>
<td>b. Screening/ Shortlisting of Nominees by the BOR</td>
<td>Thursday, 5 August</td>
</tr>
<tr>
<td>c. Public Fora/ Consultations with UP Constituents</td>
<td>16 August to 14 October</td>
</tr>
<tr>
<td>d. Interviews</td>
<td></td>
</tr>
<tr>
<td>e. Election of the New President</td>
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</tbody>
</table>

The actual selection of the new President was held on 17 November 2004 and 22 November 2004 in two special meetings of the BOR.

Faculty Regent Taguivities moved for the start of the discussion of the Selection Process for a new UP President in order to provide sufficient time for the Board and for the UP constituents to prepare for and participate in this very important undertaking of selecting the person who will head the University in the coming six years.

N.B. The term of office of President Roman ends in February 2011.

Regent Taguivities explained that her motion is to initiate the Search Process. She is not asking for specific details yet but she asked if they could agree on the Search.

Chair Angeles replied that they would follow the process. He suggested that the call for nomination be done in June and then the screening and short listing not later than August 5, 2010.

President Roman moved and Regent Cabrera seconded that the Board be convened as the Search Committee for the President and then let the Board meet at some other time to decide the schedule.

The President explained that the Committee would meet not as a Board but as a Committee to discuss the schedule. She said that she could prepare a schedule for the search and present this in the next meeting of the Board.

There being no objection, the motion was carried.

Amendatory Memorandum of Agreement between the University of the Philippines System, PHINMA, Union Galvastee Corporation (UGC) and UP Engineering and Research Development Foundation, Inc. (UPERDFI)

Project: UP Centennial Dormitory

Particulars:

1. The Board will recall that the UP Centennial Dorm is an initiative of UP Engineering and Research Development Foundation, Inc. (UPERDFI) and Dr. Magdaleno Albarracin of PHINMA. The amended agreement aptly recognizes the equally significant contribution of UGC in putting up funds, through Dr. Albarracin and PHINMA, to build the Dormitory.

2. The amended agreement now includes UGC as a party to the original centennial dorm MOA of 18 December 2008, and enables it to donate the newly constructed dormitory building to UP.

3. The amendatory agreement adds UGC to the original parties in the centennial dorm MOA of 18 December 2008. Hence, Board approval thereof is necessary.

Statement of Compliance: In contracting with Union Galvastee Corporation,UPERDFI and PHINMA, the provisions of law and the University Rules and Regulations have been complied with.

Board action: APPROVAL.

Contract of Lease between the University of the Philippines (UP) and the University of the Philippines Provident Fund Incorporated (UPPFI)

This refers to the Contract of Lease between the University of the Philippines (UP) and the University of the Philippines Provident Fund, Inc. (UPPFI) whereby UP leases to UPPFI a portion of the University of the Philippines Center for Integrative Studies (UPCIDS) at the Ang Bahay ng Alumni for a period of seven (7) months.

Vice President Amelia P. Guevara, in a reference slip addressed to the Office of the Vice President for Legal Affairs dated 12 May 2010, inquired whether she is allowed to be a signatory of the said document. The contract was already signed by Prof. Lina J. Valcarcel, Executive Director of UPPFI and two witnesses. The acknowledgement portion thereon would have to be corrected to require the presentation by the signatories of government issued identification cards instead of community tax certificates (CTC) as is required by law.

Considering that the UP President is the Chairman of the Board of Trustees of the UPPFI, it is prudent to have another University official sign the contract of lease for and in behalf of the University.

Based on the “Handbook on Existing Delineation of Authority in the University (2008)”, the approval and signing of contracts involving the lease of buildings, rooms and similar facilities are within the delegated authority of the Chancellor as per part III.C.23.1 of the Handbook, to wit:

“23.1. approval and signing of contracts of lease, with the University as lessor, of buildings, rooms and similar facilities other than University housing or residential units, for a period not exceeding three (3) years, subject to reporting to the President (987th BOR Mtg., 4/24/86)”

However, inasmuch as the UP Diliman Chancellor’s jurisdiction is limited and the subject matter of the lease is owned by the University of the Philippines System (UP System), it is recommended that the President of the University officially designate and authorize a University Official to represent the UP System in the contract subject to the approval of the Board of Regents.

Board action: The Board authorized the President to designate and authorize a University official to represent the UP System in the Contract.

Clarification on the Use of Referendum to Approve Policy Recommendations

Regent Cabrera inquired if there is an internal policy on the use of referendum to approve policy recommendations. Chairman Angeles clarified that as a matter of policy, only graduation of students could be
routed through a referendum. Other policy recommendations would have to be discussed in a regular BOR meeting. In special cases, however, the Chair said, a referendum could be used to approve items which are non-contentious.

President Roman explained that many items had to be routed to the Regents in April because of the inability of the Board to meet in March. This was with the consent of the BOR Chair. These items are non-contentious, e.g. temporary waiver of the tenure rule, appointment of those beyond the age of 65, etc. The President made it clear that if there is just one Regent who recommended deferment of an item, such was not passed and is actually included in the present agenda.

Resolution of Disciplinary Cases in the University

Chair Angeles raised his concerns about the way the Board is acting on issues in the University. An example, he said, is President Roman’s asking for time for the academic councils to review the RGEP. He asked if they could adopt a policy that all cases and concerns be decided for a period of not less than six (6) months from the time they are filed. Otherwise, the cases are deemed Dismissed. The Chair reminded the Board of the dictum, “Justice delayed is Justice denied.”

Regent Pascual said that it is a good policy but he just wanted to highlight what the Chair said that if no decision is reached before the deadline, the presumption is that the decision is in favor of whoever is the defendant in the case.

President Roman said that regarding disciplinary cases, they have to look at them on a case-to-case basis. Most of the time, the students themselves are the ones asking for postponement. Some do not even appear and some have no counsels. The students can always cause the delay, so she does not agree with Regent Pascual who said that if the case is delayed, the Administration decides in favor of the students. She suggested that they adopt a general policy but they should not say that they decide in favor of the students. She added that it is only in so far as cases are concerned, but in other issues, they should adopt that policy.

Regent Cabrera agreed with the suggestion of the Chair. He also proposed that the Board commission a group that would study the resolution of cases not only by the Student Disciplinary Tribunal (SDT) but also by the Administrative Disciplinary Tribunal (ADT).

The Chair suggested that they prepare the Implementing Rules and Guidelines on what has to be decided within the period of six months from the time the case was filed, to be submitted in the next Board meeting. Vice President Te was assigned to draft the Guidelines on Disposition of Cases and Complaints Brought to the Board within six months.

MATTERS FOR INFORMATION OF THE BOARD

Academic Calendar of UP Mindanao for AY 2010-2011

The UP Mindanao Executive Committee, at its 15 March 2010 meeting, favorably endorsed the UP Mindanao Academic Calendar for AY 2010-2011. The President, by virtue of the authority granted her by the Board of Regents, approved this Academic Calendar on 23 March 2010.

Report of the Ad Hoc Committee on Campus Security

Pursuant to Administrative Order No. PERR 09-012, President Emerlinda R. Roman constituted the Ad Hoc Committee on Campus Security with Vice President Arlene A. Samaniego as Chair and UP Diliman Vice-Chancellor Cynthia Grace C. Gregorio as Co-Chair. The other members are: Prof. Arminda V. Santiago (UP Diliman), Mr. Fevity A. Obidos, Jr. (UP Manila), and Dr. Elpidio M. Agbisit, Jr. (UP Los Baños).

The Committee was tasked to study existing policies on campus security and formulate new policies, if needed, to ensure security within the campus. It was also expected to make recommendations on the acquisition and installation of emergency siren in the campuses.

Letter dated 23 April 2010 of Acting Secretary Norberto B. Gonzales, Department of National Defense (DND) Naming the Department’s Representatives to the Joint Monitoring Group (JMG) as Provided for in the 1989 DND-UP Agreement

The following are the names of the DND officials and AFP officers who will serve as the Department’s representatives to the Joint Monitoring Group (JMG) as contained in the aforementioned letter:

**UP Gazette**

**Vol. XLI, No. 2**
DEEDS OF DONATION

UP Diliman

Deed of Donation between University of the Philippines (Donee) and the Toyota Motor Philippines Corporation (Donor)

Donation: One-hectare complex in the University of the Philippines Diliman campus that will house a museum, a library and a 500-seat auditorium

Particulars:

a. For and in consideration of the high esteem in which the Donor holds the Donee, the said Donor hereby transfers and conveys, by way of donation, unto said Donee facilities particularly described below:

GT-Toyota Asian Cultural Center

A one-hectare complex in the University of the Philippines, Diliman campus, that will house a museum, a library and a 500-seat auditorium

b. The University hereby accepts and acknowledges receipt of the donation made in its favor by the Donor and expresses its appreciation and gratefulness for the liberality and generosity of the Donor. It is understood that upon acceptance, the donation shall be endorsed for official notation to the Board of Regents of the University.

Date notarized: 09 February 2010

Deed of Donation and Acceptance between University of the Philippines (Donee) and the Miescor Builders Incorporated (Donor)

Donation: Truck Chassis

<table>
<thead>
<tr>
<th>1 unit</th>
<th>Make: ISUZU TRUCK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Body: ELF S/C CARGO TRUCK</td>
<td></td>
</tr>
<tr>
<td>Chassis No.: NHR5SE7103749</td>
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</tr>
</tbody>
</table>

Value of Donation: PhP153,000.00

End User: Department of Mechanical Engineering, College of Engineering, UP Diliman

Particulars:

a. The Donee accepts and acknowledges receipt of the donation made in its favor by the Donor and expresses its appreciation and gratitude for the generosity of the Donor. It is hereby understood that the Donee’s acceptance of the subject donation is subject to the final confirmation of the UP Board of Regents;

b. The Donee warrants that the donated equipment shall be utilized solely and exclusively for the purposes intended by the Donor, and shall not be resold, or transferred for material consideration;

d. The Donee hereby accepts unconditionally and without qualification the Donation of the pieces of equipment and hereby expresses its gratitude for the liberality of the Donor.

Date notarized: 10 February 2010

Deed of Donation between University of the Philippines (Donee) and Mr. Joel F. Ariate, Jr. (Donor)

Donation: 1 Coby Brand 7” TFT Portable Widescreen DVD Player (Model TF-DVD7005, SN#PI07002623736)

1 Canon brand DC230 DVD Camcorder (Model 2062B001, SN#622462000590)

Estimated Value of Donations: PhP35,950.00

Beneficiary Unit: Third World Studies Center

Particulars:

a. The Donor, through the completed project "Mendiola Narratives: Memories of Mobilization and Confrontation with the State", funded by the International Institute of Social History through the South-South Exchange Programme for Research on the History of Development, with project number 2849-DCO00138557/ sephis/res/ 144/07, acquired ownership of the following pieces of equipment:

1. Coby Brand 7” TFT Portable Widescreen DVD Player (Model TF-DVD7005, SN#PI07002623736)
2. Canon brand DC230 DVD Camcorder (Model 2062B001, SN#622462000590)

b. The Donor intends the personnel of the UP Third World Studies Center, an academic research unit of the Donee, to make full use of the pieces of equipment, in furtherance of the Donee's official functions as an institution dedicated to researches in the social sciences;

c. The Donor hereby presents, transfers and conveys by way of Donation to the Donee, its successors and assigns, the pieces of equipment, free from all liens and encumbrances; and

d. The Donee hereby accepts unconditionally and without qualification the Donation of the pieces of equipment and hereby expresses its gratitude for the liberality of the Donor.

Date notarized: 7 April 2010

Deed of Donation between the University of the Philippines System, Union Galvasteel Corporation (UGC) and UP Engineering and Research Development Foundation, Inc. (UPERDFI)

Project: Donation to UP by Union Galvasteel Corporation and UPERDFI of the UP Centennial Dormitory

Value of Contract: PhP40,000,000.00 or the amount equivalent to two (2) dormitory buildings that can accommodate 288 students

Mode of Procurement: No procurement involved.

Particulars:

1. Union Galvasteel Corporation and UP Engineering and Research Development Foundation, Inc. donated to UP two (2) five-storey buildings consisting of residential units, parking areas and services/spaces for support facilities for the use and benefit of qualified undergraduate and graduate students of UP Diliman.
Statement of Compliance: In contracting with Union Galvasteel Corporation, UPERDFI and PHINMA, the provisions of law and the University Rules and Regulations have been complied with.

UP Visayas

Deed of Donation and Acceptance between University of the Philippines Visayas Foundation, Inc. (Donee) and Ms. Lilia L. Recto and Mr. Raul L. Recto (Donors)

Donation: PhP500,000.00 for the establishment of an Endowment Fund for the proposed Dr. Severino G. Recto Memorial Professorial Chair

Particulars:

The Donee accepts and acknowledges receipt of the donation made in its favor by the Donor and expresses its appreciation and gratefulness for the liberality and generosity of the Donor. It is hereby understood that the Donee’s acceptance of the donation is subject to the final confirmation by the UPV Foundation Board, the official notation of the donation and the formal establishment of the professorial chair by the Board of Regents.

Date signed: 7 October 2005

CONTRACTS/AGREEMENTS

UP System

General Construction Agreement between the University of the Philippines System and the Plano Builders (Contractor)

Project: Proposed Construction of Student Alumni Center, UP Baguio

Implementing Unit: Office of the Vice-Chancellor for Administration, UP Baguio

Amount of Contract: PhP12,988,888.00

Mode of Procurement: Public bidding in accordance with RA 9184 and its Implementing Rules and Regulations

Particulars:

The Contractor shall:

a. Supply and provide all labor, materials, tools, and equipment including power and water, transportation and other facilities, services and all related work for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;
b. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and
d. Render warranty services on all work performed in accordance with the provisions of the Agreement.

Period of Contract: Within 210 calendar days reckoned from the date of receipt of the Notice to Proceed

Date notarized: 26 March 2010

UP Diliman

Amended Contract of Services between the University of the Philippines and the Office of the Presidential Adviser on the Peace Process (OPAPP)

Project: Developing a Human Security Index for the Philippines: An Exploratory Study of Human Security in Selected Conflict Areas

Particulars:

The parties agree to amend the 2009 Contract of Services, as follows:

a. The UP-TWSC shall undertake the following activities in view of the publication of the said study:

<table>
<thead>
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<th>Tasks</th>
<th>Proposed deadline</th>
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<tbody>
<tr>
<td>Writing of Foreword</td>
<td>June 30, 2009</td>
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<tr>
<td>Content editing</td>
<td>July 20, 2009</td>
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<td>Technical editing</td>
<td>August 10, 2009</td>
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<td>Proofreading</td>
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<td>Layout</td>
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<td>Processing ISBN application with the National Library</td>
<td>September 5, 2009</td>
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<tr>
<td>Initial Printing</td>
<td>March 10, 2010</td>
</tr>
<tr>
<td>Printing</td>
<td>April 10, 2010</td>
</tr>
</tbody>
</table>

The UP-TWSC shall also provide/produce 500 copies of the said publication with the following specification:

<table>
<thead>
<tr>
<th>Size</th>
<th>6” x 9”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Pages</td>
<td>300 pages maximum</td>
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<td>Materials</td>
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<tr>
<td>Color</td>
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<td>Production Process</td>
<td>Offset, CD supplied</td>
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<tr>
<td>Binding</td>
<td>Smyth Sewn Perfect with Side Glue &amp; Scoring</td>
</tr>
</tbody>
</table>

Amount: PhP250,000.00

Duration of the Project: Will commence on June 20, 2009 and shall be completed within twelve (12) months

Date Notarized: 18 March 2010
Construction Agreement between the University of the Philippines and the R&M Perez Design & Construction (Contractor)

Project: Proposed Rehabilitation of Buildings Damaged by Typhoon “Emong”: Main Laboratory Building and Land Based Hatchery, UP-MSI Bolinao Marine Laboratory, Bolinao, Pangasinan

Amount of Contract: PhP7,313,815.59

Mode of Procurement: Public bidding in accordance with RA 9184 and its Implementing Rules and Regulations

Particulars:

a. For and in consideration of the performance and accomplishment of the Works and the correction of any defects therein, the University shall pay the Contractor the total amount of PhP7,313,815.59 subject to pertinent laws on government contracts and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the Works, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance;

b. The relationship of the University to the Contractor is that of an independent contractor. Nothing in the Agreement shall be construed as creating an employer-employee relationship between the University and the Contractor, its sub-contractor, employees, agents, or workers;

c. The Contractor shall indemnify, hold free and harmless, and defend at its own expense the University and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;

d. The Agreement and the Contract Documents mentioned in the Agreement shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In case of doubt or conflict between and among any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and the Agreement, the Contractor shall refer the same in writing to the University for clarification and guidance. The clarification or determination made by the University shall be binding and conclusive upon the Parties;

e. The Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City, Provided, that prior to any resort to the filing of an action in court or any quasi-judicial body, the Parties shall endeavor to amicably settle any dispute according to the provisions of Republic Act No. 9285 otherwise known as the “Alternative Dispute Resolution Act of 2004”, Provided further, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto in accordance with Executive Order No. 1008, otherwise known as the “Construction Industry Arbitration Law”; and

f. Should any provision of the Agreement be declared illegal, invalid or unconstitutional by the court of law, the rest of the other provisions not affected thereby shall remain valid, subsisting and binding.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University’s Delineation of Authority have been complied with.

Period of Contract: 120 Calendar Days as specified in the Notice to Proceed issued by the University

Date Notarized: 27 February 2010

Construction Agreement between the University of the Philippines and R&M Perez Design & Construction (Contractor)

Project: Proposed Site Development, Phase I, College of Mass Communication Media Center, UP Diliman

Amount of Contract: PhP1,743,506.40

Mode of Procurement: Public bidding in accordance with RA 9184 and its Implementing Rules and Regulations

Particulars:

a. For and in consideration of the performance and accomplishment of the works and the correction of any defects therein, the University shall pay the Contractor the total amount of PhP1,743,506.40 subject to pertinent laws on government contracts and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the Works, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance;

b. The relationship of the University to the Contractor is that of an independent contractor. Nothing in the Agreement shall be construed as creating an employer-employee relationship between the University and the Contractor, its sub-contractor, employees, agents, or workers;

c. The Contractor shall indemnify, hold free and harmless, and defend at its own expense the University and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;

d. The Agreement and the Contract Documents mentioned in the Agreement shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In case of doubt or conflict between and among any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and the Agreement, the Contractor shall refer the same in writing to the University for clarification and guidance. The clarification or determination made by the University shall be binding and conclusive upon the Parties;

e. The Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City, Provided, that prior to any resort to the
filing of an action in court or any quasi-judicial body, the parties
shall endeavor to amicably settle any dispute according to the
provisions of Republic Act No. 9285 otherwise known as the
“Alternative Dispute Resolution Act of 2004”, Provided further,
that disputes that are within the competence of the Construction
Industry Arbitration Commission to resolve shall be referred
thereto in accordance with Executive Order No. 1008, otherwise
known as the “Construction Industry Arbitration Law”; and
f. Should any provision of the Agreement be declared illegal, invalid
or unconstitutional by the court of law, the rest of the other
provisions not affected thereby shall remain valid, subsisting
and binding.
In the Procurement of Civil Works for this Project, the requirements
of RA 9184 and its Implementing Rules and Regulations, as well as
the University’s Delineation of Authority have been complied with.

Period of Contract: 60 Calendar Days as specified in the Notice to
Proceed issued by the University

Date Notarized: 22 February 2010

Construction Agreement between the University of the Philippines
and EMQ Design and Construction (Contractor)

Project: Proposed Rehabilitation of Home Management House,
College of Home Economics, UP Diliman

Amount of Contract: PhP1,988,819.50

Mode of Procurement: Public bidding in accordance with RA 9184
and its Implementing Rules and Regulations

Particulars:

a. For and in consideration of the performance and accomplishment
of the works and the correction of any defects therein, the
University shall pay the Contractor the total amount of
PhP1,988,819.50 subject to pertinent laws on government contracts
and auditing procedures. The said Contract price is inclusive of
all duties, taxes, licenses, premiums, fees and charges which may
accrue by virtue of the Works, such as but not limited to permit
and registration fees, municipal and personal property taxes, fees
for storage or consumption, employment taxes, payments and
contributions imposed by law, and insurance;
b. The relationship of the University to the Contractor is that of an
independent contractor. Nothing in the Agreement shall
be construed as creating an employer-employee relationship
between the University and the Contractor, its sub-contractor,
employees, agents, or workers;
c. The Contractor shall indemnify, hold free and harmless, and
defend at its own expense the University and its officials,
agents, employees, or workers, from and against all suits, claims,
demands, and liabilities of any nature or kind, including costs and
expenses associated therewith, arising out of acts or omissions
of the Contractor, its employees, workers, or sub-contractors in
the performance of any activity in connection with the WORKS,
including those that may be initiated by its employees, workers,
agents, sub-contractors, or by any other entity or person against
the University by reason of or in connection with the WORKS;
d. The Agreement and the Contract Documents mentioned in the
Agreement shall be interpreted in a manner as to render
harmony to ensure the full and satisfactory completion of the
WORKS. In case of doubt or conflict between and among any
items or provisions of the Contract Documents, and/or between
and among any of the Contract Documents and the Agreement,
the Contractor shall refer the same in writing to the University,
for clarification and guidance. The clarification or determination
made by the University shall be binding and conclusive upon the
Parties;
e. The Agreement shall be governed by and construed in accordance
with the laws of the Republic of the Philippines and the Parties
thereby submit to the exclusive jurisdiction of the competent
Courts of Quezon City. Provided, that prior to any resort to the
filing of an action in court or any quasi-judicial body, the parties
shall endeavor to amicably settle any dispute according to the
provisions of Republic Act No. 9285 otherwise known as the
“Construction Industry Arbitration Act of 2004”, Provided further,
that disputes that are within the competence of the Construction
Industry Arbitration Commission to resolve shall be referred
thereto in accordance with Executive Order No. 1008, otherwise
known as the “Construction Industry Arbitration Law”; and
f. Should any provision of the Agreement be declared illegal, invalid
or unconstitutional by the court of law, the rest of the other
provisions not affected thereby shall remain valid, subsisting
and binding.

In the Procurement of Civil Works for this Project, the requirements
of RA 9184 and its Implementing Rules and Regulations, as well as
the University’s Delineation of Authority have been complied with.

Period of Contract: 90 Calendar Days as specified in the Notice to
Proceed issued by the University

Date Notarized: 24 February 2010

Construction Agreement between the University of the Philippines
and KB Konstruk Bilding Solusyons (Contractor)

Project: Proposed Renovation of Toilets & Miscellaneous Works,
Bocobo Hall, College of Law, UP Diliman

Amount of Contract: PhP2,674,529.27

Mode of Procurement: Public bidding in accordance with RA 9184
and its Implementing Rules and Regulations

Particulars:

a. For and in consideration of the performance and accomplishment
of the works and the correction of any defects therein, the
University shall pay the Contractor the total amount of
PhP2,674,529.27 subject to pertinent laws on government contracts
and auditing procedures. The said Contract Price is inclusive of
all duties, taxes, licenses, premiums, fees and charges which may
accrue by virtue of the Works, such as but not limited to permit
and registration fees, municipal and personal property taxes, fees
for storage or consumption, employment taxes, payments and
contributions imposed by law, and insurance;
b. The relationship of the University to the Contractor is that of an
independent contractor. Nothing in the Agreement shall
be construed as creating an employer-employee relationship
between the University and the Contractor, its sub-contractor,
employees, agents, or workers;
c. The Contractor shall indemnify, hold free and harmless, and
defend at its own expense the University and its officials,
agents, employees, or workers, from and against all suits, claims,
demands, and liabilities of any nature or kind, including costs and
expenses associated therewith, arising out of acts or omissions
of the Contractor, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;

d. The Agreement and the Contract Documents mentioned in the Agreement shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In case of doubt or conflict between and among any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and the Agreement, the Contractor shall refer the same in writing to the University for clarification and guidance. The clarification or determination made by the University shall be binding and conclusive upon the Parties;

e. The Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City, Provided, that prior to any resort to the filing of an action in court or any quasi-judicial body, the parties shall endeavor to amicably settle any dispute according to the provisions of Republic Act No. 9285 otherwise known as the “Alternative Dispute Resolution Act of 2004”. Provided further, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto in accordance with Executive Order No. 1008, otherwise known as the “Construction Industry Arbitration Law”; and

f. Should any provision of the Agreement be declared illegal, invalid or unconstitutional by the court of law, the rest of the other provisions not affected thereby shall remain valid, subsisting and binding.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University’s Delineation of Authority have been complied with.

**Period of Contract:** 75 Calendar Days as specified in the Notice to Proceed issued by the University

**Date Notarized:** 25 February 2010

**Construction Agreement between the University of the Philippines and Incore Builders and Development (Contractor)**

**Project:** Proposed Completion of Amphitheater, National Science Complex, College of Science, UP Diliman

**Amount of Contract:** PhP3,949,995.00

**Mode of Procurement:** Public bidding in accordance with RA 9184 and its Implementing Rules and Regulations

**Particulars:**

a. For and in consideration of the performance and accomplishment of the Works and the correction of any defects therein, the University shall pay the Contractor the total amount of PhP3,949,995.00 subject to pertinent laws on government contracts and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the Works, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance;

b. The relationship of the University to the Contractor is that of an independent contractor. Nothing in the Agreement shall be construed as creating an employer-employee relationship between the University and the Contractor, its sub-contractor, employees, agents, or workers.

c. The Contractor shall indemnify, hold free and harmless, and defend at its own expense the University and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;

d. The Agreement and the Contract Documents mentioned in the Agreement shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In case of doubt or conflict between and among any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and the Agreement, the Contractor shall refer the same in writing to the University, for clarification and guidance. The clarification or determination made by the University shall be binding and conclusive upon the Parties;

e. The Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City, Provided, that prior to any resort to the filing of an action in court or any quasi-judicial body, the parties shall endeavor to amicably settle any dispute according to the provisions of Republic Act No. 9285 otherwise known as the “Alternative Dispute Resolution Act of 2004”. Provided further, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto in accordance with Executive Order No. 1008, otherwise known as the “Construction Industry Arbitration Law”; and

f. Should any provision of the Agreement be declared illegal, invalid or unconstitutional by the court of law, the rest of the other provisions not affected thereby shall remain valid, subsisting and binding.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University’s Delineation of Authority have been complied with.

**Period of Contract:** 90 Calendar Days as specified in the Notice to Proceed issued by the University

**Date Notarized:** 12 March 2010

**Construction Agreement between the University of the Philippines and the KB Konstrak Blding Solusyons (Contractor)**

**Project:** Completion of the Proposed Perimeter Fence with Gate for DZUP, College of Mass Communication

**Amount of Contract:** PhP29,160.12

**Mode of Procurement:** Negotiated Procurement (Adjacent or Contiguous) in accordance with Sec. 48 in relation to Sec. 53.4 of RA 9184 and its Implementing Rules and Regulations
Construction Agreement between the University of the Philippines and the Vivid Construction (Contractor)

Project: Proposed Re-Painting of Exteriors (Malcolm Hall, Espiritu Hall, and Bocobo Hall), College of Law

Amount of Contract: PhP654,677.19

Mode of Procurement: Public bidding in accordance with RA 9184 and its Implementing Rules and Regulations

Particulars:

a. For and in consideration of the performance and accomplishment of the Works and the correction of any defects therein, the University shall pay the Contractor the total amount of PhP239,160.12 subject to pertinent laws on government contracts and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the Works, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance;

b. The relationship of the University to the Contractor is that of an independent contractor. Nothing in the Agreement shall be construed as creating an employer-employee relationship between the University and the Contractor, its sub-contractor, employees, agents, or workers;

c. The Contractor shall indemnify, hold free and harmless, and defend at its own expense the University and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;

d. The Agreement and the Contract Documents mentioned in the Agreement shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In case of doubt or conflict between and among any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and the Agreement, the Contractor shall refer the same in writing to the University for clarification and guidance. The clarification or determination made by the University shall be binding and conclusive upon the Parties;

e. The Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City, Provided, that prior to any resort to the filing of an action in court or any quasi-judicial body, the parties shall endeavor to amicably settle any dispute according to the provisions of Republic Act No. 9285 otherwise known as the “Alternative Dispute Resolution Act of 2004”, Provided further, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto in accordance with Executive Order No. 1008, otherwise known as the “Construction Industry Arbitration Law”; and

f. Should any provision of the Agreement be declared illegal, invalid or unconstitutional by the court of law, the rest of the other provisions not affected thereby shall remain valid, subsisting and binding.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University’s Delineation of Authority have been complied with.

Period of Contract: 15 Calendar Days as specified in the Notice to Proceed issued by the University

Date Notarized: 25 March 2010
In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University’s Delineation of Authority have been complied with.

**Period of Contract:** 90 Calendar Days as specified in the Notice to Proceed to be issued by the University

**Date Notarized:** 30 March 2010

**Construction Agreement between the University of the Philippines and Reygem Builders (Contractor)**

**Project:** Proposed Re-Piping of Waterline, Bulwagang Rizal, Faculty Center, UP Diliman

**Amount of Contract:** PhP1,083,755.93

**Mode of Procurement:** Public bidding in accordance with RA 9184 and its Implementing Rules and Regulations

**Particulars:**

a. For and in consideration of the performance and accomplishment of the Works and the correction of any defects therein, the University shall pay the Contractor the total amount of PhP1,083,755.93 subject to pertinent laws on government contracts and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the Works, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance;

b. The relationship of the University to the Contractor is that of an independent contractor. Nothing in the Agreement shall be construed as creating an employer-employee relationship between the University and the Contractor, its sub-contractors, employees, agents, or workers.

c. The Contractor shall indemnify, hold free and harmless, and defend at its own expense the University and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;

d. The Agreement and the Contract Documents mentioned in the Agreement shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In case of doubt or conflict between and among any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and the Agreement, the Contractor shall refer the same in writing to the University for clarification and guidance. The clarification or determination made by the University shall be binding and conclusive upon the Parties;

e. The Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties hereby submit to the exclusive jurisdiction of the competent Courts of Quezon City, Provided, that prior to any resort to the filing of an action in court or any quasi-judicial body, the parties shall endeavor to amicably settle any dispute according to the provisions of Republic Act No. 9285 otherwise known as the “Alternative Dispute Resolution Act of 2004”, Provided further, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto in accordance with Executive Order No. 1008, otherwise known as the “Construction Industry Arbitration Law”; and

f. Should any provision of the Agreement be declared illegal, invalid or unconstitutional by the court of law, the rest of the other provisions not affected thereby shall remain valid, subsisting and binding.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University’s Delineation of Authority have been complied with.

**Period of Contract:** 90 Calendar Days as specified in the Notice to Proceed issued by the University

**Date Notarized:** 14 April 2010

**Construction Agreement between the University of the Philippines and EMQ Design and Construction (Contractor)**

**Project:** Proposed Classroom Building of the UP Diliman Extension Program in Pampanga

**Amount of Contract:** PhP6,538,482.76

**Mode of Procurement:** Public bidding in accordance with RA 9184 and its Implementing Rules and Regulations

**Particulars:**

a. For and in consideration of the performance and accomplishment of the Works and the correction of any defects therein, the University shall pay the Contractor the total amount of PhP6,538,482.76 subject to pertinent laws on government contracts and auditing procedures. The said Contract price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the Works, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance;

b. The relationship of the University to the Contractor is that of an independent contractor. Nothing in the Agreement shall be construed as creating an employer-employee relationship between the University and the Contractor, its sub-contractor, employees, agents, or workers.

c. The Contractor shall indemnify, hold free and harmless, and defend at its own expense the University and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;

d. The Agreement and the Contract Documents mentioned in the Agreement shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In case of doubt or conflict between and among any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and the Agreement, the Contractor shall refer the same in writing to the University for clarification and guidance. The clarification or determination
made by the University shall be binding and conclusive upon the Parties;

e. The Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City, Provided, that prior to any resort to the filing of an action in court or any quasi-judicial body, the parties shall endeavor to amicably settle any dispute according to the provisions of Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004", Provided further, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto in accordance with Executive Order No. 1008, otherwise known as the "Construction Industry Arbitration Law"; and

f. Should any provision of the Agreement be declared illegal, invalid or unconstitutional by the court of law, the rest of the other provisions not affected thereby shall remain valid, subsisting and binding.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University’s Delineation of Authority have been complied with.

**Period of Contract:** 240 Calendar Days as specified in the Notice to Proceed issued by the University

**Date Notarized:** 5 April 2010

**Contract of Lease between the University of the Philippines and Globe Telecom, Inc. (Lessee)**

**Leased Area:** 200 square meters area located in Section E-14 of the Updated Land Use Plan, bounded by Aguinaldo Street and Hardin ng Rosas Apartments, UP Campus, Diliman, Quezon City

**Conditions of Leased Premises:** Lessee acknowledges that the leased premises are in good and usable condition for the purpose for which the same have been leased.

**Rental Rate:** The Lessee shall pay UP the monthly rental rate of PhP146,410.00 plus 12% VAT

**Term of Contract:** Effective for a period of one (1) year commencing 1 April 2009 to 31 March 2010

**Date signed:** 29 March 2010

**UP Baguio**

**General Construction Agreement between the University of the Philippines Baguio and CAD Construction (Contractor)**

**Project:** Proposed Rehabilitation of the Old College of Science Building, UP Baguio Campus, Gov. Pack Road, Baguio City

**Amount of Contract:** PhP2,155,068.30

**Mode of Procurement:** Public bidding in accordance with RA 9184 and its Implementing Rules and Regulations

**Particulars:**

**The Contractor shall:**

a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related work for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;

b. At its own expense, be responsible for the unloading, unpacking, and its inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;

c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and

d. Render warranty services on all work performed in accordance with the provisions of the Agreement and the Contract Documents.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University’s Delineation of Authority, have been complied with.

**Period of Contract:** 45 Calendar Days reckoned from the date of receipt of the Notice to Proceed

**Date Notarized:** 25 March 2010

**General Construction Agreement between the University of the Philippines Baguio and CAD Construction (Contractor)**

**Project:** Proposed Rehabilitation of the Old College of Science Building, UP Baguio Campus, Gov. Pack Road, Baguio City

**Amount of Contract:** PhP2,155,068.30

**Mode of Procurement:** Public bidding in accordance with RA 9184 and its Implementing Rules and Regulations

**Particulars:**

**The Contractor shall:**

a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related work for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;

b. At its own expense, be responsible for the unloading, unpacking, and its inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;

c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and

d. Render warranty services on all work performed in accordance with the provisions of the Agreement and the Contract Documents.
In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University's Delineation of Authority, have been complied with.

**Period of Contract:** 45 Calendar Days reckoned from the date of receipt of the Notice to Proceed

**Date Notarized:** 25 March 2010

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**UP Open University**

**Contract of Lease between the University of the Philippines Open University (UPOU) and the Divine Word College of Vigan (DWCV)**

**Project:** Lease of space to be used by UPOU as its testing/examination venue on the examination dates designated by UPOU

**Particulars:**

a. The DWCV shall designate a room that can serve as testing/examination venue for UPOU students on designated examination dates and shall bill the UPOU the corresponding rental fees incurred for such use;
b. UPOU shall specify the dates/time that it shall require the testing/examination venue, and shall send a proctor to oversee the conduct of the examination.
c. UPOU shall pay at a fixed daily rate of Pesos: PhP1,500.00 for actual use thereafter. Lease payments shall be paid by UPOU within seven (7) working days after receipt of the billing from DWCV. Payments shall be issued the corresponding official receipt by DWCV.
d. It is understood that DWCV shall make a room within its premises available for rent to UPOU at anytime the latter shall require a testing/examination venue, for the entire duration of the Agreement.

d. It is understood that NVC shall make a room within its premises available for rent to UPOU at anytime the latter shall require a testing/examination venue, for the entire duration of the Agreement.

**Effectivity:** Effective for a period of one (1) year beginning 1 February 2010 and may be renewed by the parties every year thereafter, unless sooner terminated by prior sixty (60) days written notice by either party.

**Date notarized:** 11 February 2010

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**1256TH MEETING, 24 JUNE 2010**

**MATTERS ARISING FROM THE PREVIOUS MEETINGS OF THE BOARD OF REGENTS**

**ON THE CASES PUNYAGI ABUEG AND KEVIN TRISTAN VELASCO**

Chair Angeles pointed out that the case of these students should be prioritized because the students' future is at stake.

The Chair called the attention of the Board on the decision of the SDT on the cases of Abueg and Velasco. For Abueg, the SDT imposed the penalty of forty five (45) days suspension and for Velasco, forty five (45) days suspension plus one year suspension.

President Roman said that she is issuing a decision removing the 1 year suspension for Velasco such that he would be suspended for 45 days only.

Following the previous Board decision on the case of the other six (6) students of the School of Economics, the Chair proposed that the forty five (45) days suspension be deemed to have been served. Chair Angeles pointed out that these students have already graduated and that their transcripts of records and other credentials have been withheld for two (2) years. This punishment, according to the Chair, is not in keeping with humane considerations.

At this point, President Roman requested a two minute recess.

Chair Angeles proposed that a special meeting be held earlier in Dillman to discuss the cases of four students (Velasco, Abueg, Guerzon and Aran) and the election of the Director of UP Dillman Extension Program in Pampanga. President Roman inquired why the hurry. The Chair said that the future of the students is at stake here and there is one student scheduled to take the Board Examination.

President Roman said that they could hold the special meeting on July 14 and proceed with the regular meeting on July 29, this time in UP Diliman and not in UP Baguio. The change in the venue of the meeting on July 29 is upon the request of Regent Sarmiento who said he could not make it to Baguio.

The Board agreed to meet on July 14 to take up all the cases involving students, staff and faculty.

Regent Taguigvalo requested that the case of Sarah Raymundo be included in the Agenda for that Special meeting. The Chair replied in the affirmative.

Going back to the cases of Abueg and Velasco, Chair Angeles inquired if there is a period of appeal. Vice President Te replied that the Notice of Decision which is served on the students specifies the period. He said that he is checking if Abueg has filed an appeal to the Board. He knows that the appeal filed was addressed to the President and that the President has released her decision. The students have fifteen (15) days to file their appeal to the Board. In the case of Abueg, Vice President Te said that they have not received a formal appeal from him and the appeal period might have expired. If there was an appeal, Vice President Te said that he would have submitted a recommendation to the Board, whether
to reverse, to affirm or modify the President’s decision since this is appeal from the President’s decision.

Regent Pascual said that he got the information that the appeal of Abueg was filed on February 12 and stamped received by the Office of the Secretary of the University on the same date.

Vice President Te explained that there is a format to follow in making an appeal. The students are represented by Counsels so they are aware of this format.

Chair Angeles said that Vice President Te is trying to be very technical about the appeals. He said he objects to the format being prescribed by Vice President Te. If a letter has been submitted, then that is sufficient, he added.

President Roman explained that they are just trying to be careful about following the rules. It has to be verified if the letter of Abueg is addressed to her, in which case, the President said, a decision has already been rendered.

Chair Angeles said that a letter of appeal would suffice.

The President called the attention of the Chair, that he is showing undue favor to the students. To this, the Chair said, he is not. He pointed out that it is the Board that should decide.

President Roman informed the Board that it (the Board) is already being criticized by the UP community. In fact, the President said, there is a plan to sue the Board. She added that she could not understand why the Chair is hurrying up the decision on these two cases.

Regent Gonzalez said that since the Chair and the President have agreed to continue the discussion on July 14, they should not get into heated discussion anymore. She made a motion which was seconded by Regent Sarmiento to proceed with the Special Meeting and put on record that the Board would meet on July 14 to discuss and decide on all the cases of the students and the faculty. There being no objection, the Motion was carried.

POLICY MATTERS APPROVED

Proposal to Increase the “UP Policy Paper Award” for Groups from PhP200,000 to PhP300,000

Background

In its 1253rd meeting held on 29 January 2010, the Board approved the proposal to establish the UP Paper Policy Award aimed at 1) recognizing those among the faculty and research staff who have proven track record in high level policy research and who are known for their incisive, critical and objective treatment of national issues and problems, and 2) encouraging them and others to continue to do independent policy research that will guide policy and lawmakers in the course of their work.

The awardees shall be encouraged to participate in policy dialogues and briefings where they can share their insights, analysis and recommendations on various national concerns and problems that constantly stand in the way of the country’s progress and development.

The Board also approved that the Award may be given to individuals or to groups. For individuals, the Award shall be in the amount of PhP100,000 and for the groups, PhP200,000. A budget of PhP5 Million was also approved.

Proposal

In a meeting of the Committee, it was agreed that faculty members and researchers will be encouraged to form groups to ensure a multi/cross-disciplinary approach in crafting the policy papers for a more holistic output, e.g. involving members from other disciplines like the social sciences and/or the humanities for the S & T policy papers.

It is thus, proposed that the award for groups will be increased from P200,000 to P300,000.

Board action: APPROVAL

N.B. President Roman explained that the Policy Paper Award has already been approved by the Board but the Policy Award Committee thinks that P200,000 is not enough considering that there are some policy paper groups consisting of six (6) to seven (7) people. The Award for groups is thus being increased to P300,000.

Regent Cabrera clarified if the Administrative personnel are qualified for the Award. President Roman said that the Administrative Staff were invited to submit but no one has submitted any proposal.

President Roman said that the budget for the Award is P5 Million. With nine (9) groups, the requirement is P2.7 Million only. The policy papers can be compiled and these could be UP’s offering to the next Administration. The President then moved that the proposal be approved. Regent Taguigvalo seconded the President’s Motion. There being no objection, the Motion was carried.

Regent Taguigvalo requested that thorough dissemination of the policy be made particularly by posting in UP’s website. The request was approved.

Proposal of Staff Regent Cabrera to Establish an Administrative and REPS Development Fund for System Administrative Staff and REPS

Background

Taon-taon naglalaan ang UP Diliman ng pondong P2 Milyon para sa mahigit 2,000 empleadong administratibo at P3 Milyon para sa 400 REPS. Eksklusibo para sa mga empleado ng UP Diliman ang pondong nabanggit. Noong panahon ng pamunugadan ni dating Pangulong Francisco Nemenzo, naglaan ng P5 Milyong Administrative Development Fund (ADF) ngunit para iyon sa buong Universidad. Subalit dahil ang pondo ay itinuturing na “endowment fund”, ang interes lamang nito ang mga empleyadong administratibo mula sa iba’t ibang Constituent University.

It is thus, proposed that the award for groups will be increased from P200,000 to P300,000.

Rationale

Sa panahon ng mga makabagong teknolohiya at patuloy na pag-unlad ng kaalaman tungo sa mas mahusay na paggamit ng mga makabagong teknolohiya, ito ay nagbibigay ng paraang mag-aaral sa mga empleyadong administratibo at REPS na papalitan ng mga pagsasanay. Dapat ding tandaan na sa paggamit ng mga makabagong teknolohiya, ipinapalit o modiﬁed ang mga pagsasanay para sa mas mahusay na paggamit ng mga makabagong teknolohiya.

Layunin

a. Mapaglaanan ng pondo ang pag-unlad ng mga kawaling administratibo at REPS sa pagpapamagatang nga mga pagsasanay. Seminari ang pagpapalitan ng mga karasan ng iba’t ibang tanggapan ng mahahalagang o pribadong sektor.

b. Magkatulong sa pagpapahusay nga mga opisina ng kanilang kinabibilangan, upang ilo iton nga magamit produktibo.

c. Magkaaroon ng mga kaalan sa paggamit nga mga makabagong teknolohiya.
Badvet

Sa panimula ay maglalagay ng P500,000 maaaring tumaas o buma ba sa mga sumusunod na taon batay sa pangangailangan at pagkakaroon ng pondo. Ang bahagi ng pondo ay maaaring kunin sa interes na ADF na P5 Milyon (endowment fund).

Opisina na pangunahing magpapairal ng program

Magbubuo ng isang komite para sa implemantasyon ng programang ito na pangunguhang ng Opisina ng Vice President for Administration at tititingay may sapat na kinatawan ang kinkilalalang unyon. Ang komiteng ito ang magbabalangkas ng mga polisiya at patakaran para sa implementasyon ng programa.

Board action: APPROVAL

N.B. Regent Cabrera acknowledged the comments sent by the Vice President for Administration. He said that he agrees with the recommendation of Vice President Samaniego to set aside a certain amount specific for System employees, but said funds should be with the previously established Endowment Fund. Moreover, the Vice President for Administration recommends that the Committee on ADF, which is reconstituted every year, shall also handle the funds set aside for System employees.

The Staff Regent inquired how much is the interest earning from the current PhP5 Million ADF since it is clear that only the interest earning could be used by the administrative staff and the REPS system-wide for staff development. According to Regent Cabrera, there are CLIs, like UP Visayas which allocates almost PhP500,000 every year for administrative staff/REPS development. UP Manila does not have the same provision. He requested if it is possible for the Vice President for Administration to study if the interest earning of the PhP5 Million is sufficient for the continuous training of the Staff and REPS system-wide. Regent Cabrera also asked if it is possible to increase the current ADF.

President Roman pointed out that she has been informed by the Vice President for Administration that the ADF is not fully utilized. The System Administration has always encouraged the units to send participants to training programs. The President assured the Board that at least during her term the ADF shall be replenished once it is depleted. The System is responding favorably to the proposal of the Staff Regent.

The President requested Vice President Samaniego to check on the other campuses if they have provision for Staff/REPS development. Those without provision should set aside some funds for Staff/REPS development.

Vice President Samaniego informed the Board that the System could set aside the amount of PhP500,000.00 per year from the interest earnings of the ADF for System staff/REPS development.

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Dr. ALFRED F. PAWLIK, Associate Professor II, Archaeological Studies Program, UP Diliman, Effective 1 June 2010 until 31 May 2011

Dr. Alfred F. Pawlik is a German national who obtained his Ph.D. in Prehistory from the University of Tubingen in 1995. He joined the ASP faculty as visiting Professorial Lecturer in 1998 and was reappointed as Associate Professor 1 in 2006. He has been rated satisfactory by his students as reflected in his 2.0 average SET score for SY 2009-2010. He has published in refereed international and local journals, online publications, conference proceedings and has co-authored an internationally published book on Archaeology. The most recent are his article entitled “Bladelet Cores as Weapon Tips? Hafting Residue Identification and Micro-wear Analysis of Three Carinated Burins from Les Vachons” which was published in an ISI-indexed Journal of Archaeological Science, five other articles in international refereed journals, and a paper in conference proceedings. He has also finished a research project in December 2009 which was funded by the Office of the Vice-Chancellor for Research and Development (OVC_RD). He was a speaker in various international and local conferences and served as peer-reviewer for some international publications. He currently heads the ASP Lithic Studies Laboratory and conducts various practical training courses. He was instrumental in the donation of about a hundred new books by the Deutsche Forschungsgemeinschaft (DFG) to the ASP and was responsible for the acquisition of almost all the state-of-the-art facilities of the ASP Lithics Laboratory.

Dr. Pawlik has met all the requirements for tenure – at least master’s degree or equivalent degree, satisfactory or better teaching performance, and sole or lead authorship of a refereed journal article (Faculty Manual 2003, p. 65). His foreign citizenship however, prevents the ASP from recommending him for tenure. Based on the opinion issued by the Diliman Legal Office in June 2004 re Prof. Jean Christopher Gaillard’s case, foreign professors cannot be appointed to a permanent item. The ASP is recommending that the “in or out rule” be waived for the renewal of the appointment of Dr. Pawlik effective 1 June 2010 until 31 May 2011.

Board action: APPROVAL

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Dr. PHILIP J. PIPER, Associate Professor II, Archaeological Studies Program, UP Diliman, Effective 1 June 2010 until 31 May 2011

Dr. Philip J. Piper is a British national who obtained his PhD in Bioarchaeology from the University of New York, United Kingdom in 2003. He has been rated very satisfactory by his students as reflected in his 1.5 average SET score for SY 2009-2010. He has published ISI-indexed, non-ISI refereed international and local journals, and books. The most recent are five articles published in the July-August 2009 issue of the ISI-indexed International Journal of Osteoarchaeology and an article published in the Journal of Archaeological Science in June 2009. In 2008, his other research works were included in the Biological Journal of the Linnean Society, Indo-Prehistory Association Journal, Antiquity, Hukay, and Palaeogeography, Palaeoclimatology, Palaeoecology. He wrote a chapter in a refereed international book entitled Islands of Inquiry (B.S.): Colonisation, Seafaring and the Archaeology of Maritime Landscapes which was published by Terra Australis. He has also five other papers accepted for publication in journals and co-authored seven chapters in an international monograph series which is currently in press. He has presented in various international and local conferences and served as peer-reviewer for some international publications. In 2009, he finished another OVC_RD-funded research project. He handled the courses Archaeo 2, Archaeo 242, Archaeo 270, Archaeo 298 and Archaeo 399 in 2nd Semester. He served as thesis adviser and panel member during the 2nd semester and has ongoing thesis/dissertation advises this 1st semester.

Dr. Piper has met all the requirements for tenure – at least master’s degree or equivalent degree, satisfactory or better teaching performance, and sole or lead authorship of a refereed journal article (Faculty Manual 2003, p. 65). His foreign citizenship however, prevents the ASP from recommending him for tenure. Based on the opinion issued by the Diliman Legal Office in June 2004 re Prof. Jean Christopher Gaillard’s case, foreign professors cannot be appointed to a permanent item. The ASP is recommending that the “in or out rule” be waived for the renewal of the appointment of Dr. Piper effective 1 June 2010 until 31 May 2011.

Board action: APPROVAL
Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. CESAR Z. LUNA, Assistant Professor II, Faculty of Management and Development Studies and JULIET ALETA R. VILLANUEVA, Assistant Professor IV, UP Open University, Effective 1 June 2010 until 31 October 2010

Prof. Cesar Z. Luna and Prof. Juliet Aleta R. Villanueva have satisfied the requirements for tenure, namely, at least a Master’s or equivalent degree, satisfactory teaching performance, and publication as sole or lead author in a refereed journal. By 31 May 2010 both faculty members will have completed their third year of service as regular faculty members with the rank of Assistant Professor.

This waiver is being requested because their papers are now being processed at the UP System and their tenure will be effective upon approval of the Board of Regents.

Board action: APPROVAL.

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. IRENE L. TAN, Assistant Professor II, Division of Natural Sciences and Mathematics, UP Visayas Tacloban College, Effective 1 June 2010 until 31 October 2010

Educational Background

- Bachelor of Science in Biology (cum laude), UP Visayas, 1998
- Master of Science in Biology, UP Diliman, 2007

Employment record in UP Visayas

<table>
<thead>
<tr>
<th>Rank</th>
<th>Period of Appointment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructor 2 (temporary)</td>
<td>6-1-99 until 5-31-97</td>
</tr>
<tr>
<td>Asst. Professor I (temporary)</td>
<td>6-1-97 until 5-31-2010</td>
</tr>
</tbody>
</table>

Will include her 3rd and last year of service as Assistant Professor without tenure on 31 May 2010.

Obtained a SET rating of “Excellent” for the First (1.315) and Second (1.160) Semesters, AY 2009-2010

Status of her article for publication

The Executive Editor, Dr. Ebonia B. Seraspe, certified (dated 6 April 2010) that the paper of Prof. Tan entitled “Development of a SYBR Green I-Based Realtime Reverse Transcriptase-PCR for Dengue” is due for publication in Volume 14, No. 1 (2009) issue of the UPV Journal of Natural Sciences. The journal is now on its final editing stage before it can be printed and released for circulation.

Other Research Article

Prof. Tan has another research article entitled Development and Evaluation of Fluorogenic Primers for Real-Time PCR Detection and Quantification of Dengue-3 Virus which was submitted to the Journal of Medical Virology (JMV) for possible publication.

Recommendation

The UP Visayas Academic Personnel and Fellowships Committee, in its 16 April 2010 meeting, recommended the grant of waiver of Article 178 of the UP Code in favor of Prof. Irene L. Tan to facilitate the renewal of her appointment effective 1 June 2010 while waiting for the release of the journal.

Board action: APPROVAL.

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. JONNY B. PORNEL, Assistant Professor II, College of Arts and Sciences, UP Visayas, Effective 1 June 2010 until 31 October 2010

Educational Background

- Bachelor of Science in Teaching Mathematics, Western Visayas College of Science and Technology, 1992
- Bachelor of Science in Teaching Physics, Western Visayas College of Science and Technology, 1993
- Master of Education in Mathematics, UP Visayas, 2003
- Presently pursuing Ph.D. studies in Education (Math Education) under the Open University Program
- Awardee of the DOST Scholarship Grant under the Accelerated Science and Technology Human Component (Distance Mode)

Employment record in UP Visayas

- Initially appointed as Assistant Professor 2 on temporary status, effective 1 June 2007
- Will conclude his 3rd and last year of service without tenure on 31 May 2010
- Consistently obtained “Very Good” and “Excellent” ratings for his teaching performance

<table>
<thead>
<tr>
<th>Period</th>
<th>SET Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Semester, SY 2009-2010</td>
<td>&quot;Very Good&quot; (1.5)</td>
</tr>
<tr>
<td>First Semester, SY 2008-2009</td>
<td>&quot;Very Good&quot; (1.6)</td>
</tr>
<tr>
<td>Second Semester, SY 2008-2009</td>
<td>&quot;Very Good&quot; (1.7)</td>
</tr>
<tr>
<td>First Semester, SY 2007-2008</td>
<td>&quot;Excellent&quot; (1.4)</td>
</tr>
<tr>
<td>Second Semester, SY 2007-2008</td>
<td>&quot;Very Good&quot; (1.6)</td>
</tr>
</tbody>
</table>

Research Involvement

Presented a paper entitled “What Makes and Education Game Effective?” at the 3rd International Education (CosMed) 2009 at Penang, Malaysia sponsored by the Southeast Asian Ministers Education Organization (SEAMEO) Regional Center in Science and Mathematics (RECSAM).

Expertise in statistical research has been a great contribution to UPHSI Special Sciences students undertaking scientific research.

Status of His Article for Publication

The Executive Editor, Dr. Ebonia B. Seraspe, certified (dated 8 March 2010) that the paper of Prof. Pornel entitled “A New Model for Likert Scale Data Analysis” is due for publication in Volume 14, No.1 (2009) issue of the UPV Journal of Natural Sciences. The journal is now on its final editing stage before it can be printed and released for circulation.

Recommendation

The UP Visayas Academic Personnel and Fellowships Committee, in its 16 April 2010 meeting, recommended the grant of waiver of Article 178 of the UP Code in favor of Prof. Jonny B. Pornel to facilitate the renewal of his appointment effective 1 June 2010 while waiting for the release of the journal.

Board action: APPROVAL.
Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. LINDLEY KENT M. FAINA, Assistant Professor 7, Division of Physical Sciences and Mathematics, College of Arts and Sciences, UP Visayas, Effective 1 June 2010 until 31 May 2011

Educational Background

- Bachelor of Science in Applied Mathematics (magna cum laude), UP Visayas, 2000
- Master of Science in Mathematics, UP Diliman, 2006

Employment record in UP Visayas

<table>
<thead>
<tr>
<th>RANK PERIOD OF APPOINTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructor 2 (temporary) 01/03/99-05/31/01</td>
</tr>
<tr>
<td>Instructor 5 (temporary) 07/01/05-10/31/07</td>
</tr>
<tr>
<td>Assistant Professor 1 (temporary) 6/01/07-03/31/08</td>
</tr>
<tr>
<td>Assistant Professor 4 (temporary) 04/01/08-06/01/09</td>
</tr>
<tr>
<td>Assistant Professor 7 (temporary) 06/01/09-present</td>
</tr>
</tbody>
</table>

Will conclude her 3rd and last year of service as Assistant Professor without tenure on 31 May 2010.

- Obtained a SET rating of “Very Good” for past semesters.
- Has demonstrated skills in teaching his subject matter.
- Show promise of being an excellent educator.
- Actively participates in all academic and non-academic undertakings of the Division and College, as well.

Status of her article for publication

Zhiwen Ning has informed Lindley Kent M. Faina, Lorna S. Almocera, and Polly W. Sy that their research paper “On the Bifurcations and Multiple Endemic States of a Single Strain HIV Model” has been accepted for publication by the Acta Mathematica Applicatae Sinica, English Series (an ISI journal).

Upon the submission of the electronic file in TEX or PDF format, the paper will be published immediately at Springer Link Web (on-line publication).

Other Research Article

- Prof. Faina has also submitted a research paper entitled “Local Stability Analysis of Single Strain HIV Model” to the UPV Journal of Natural Sciences (on review stage).

Papers presented


Recommendation

- Obtained “Excellent” and “Very Good” ratings for his teaching performance
- Regularly observes consultation hours with students
- Initiates bridge sessions with his students who have learning gaps in the content continuum

Extension manuals and instructional materials developed

- An Instructional Module: Statistics for High School Students;
- Mathematics Reviewer for Licensure Examination for Teachers (2006);
- Mathematics Reviewer for Math majors (2006);
- Mathematics for All (2002);
- Book of Abstract Reasoning (2003); and
- The Quiz Book (2000).

Involvement in community and extension services

- Collaborator and Trainor: Department of Education Cebu City Divisions, Certificate Program in Elementary Mathematics Teaching, 2008;
- Math Reviewer, Licensure for Teachers, 2000-present
- Trainor, Collaboration for the Upliftment of Basic Education (CUBE) Phase 2, May 2007
- Coordinator, Math Enhancement Program, January-February 2006;
- Facilitator, Bantayan Island Teacher Training Program, August 2006;
- Facilitator, Alternative Classroom Teaching Strategies (ACTS, 2005);
- Coordinator, Summer Bridge Program, May 2005
- Trainor, Collaboration for the Upliftment of Basic Education (CUBE) Phase 1, October 2004; and
- Facilitator, Mathematics Teachers Guild of the Philippines, 2003

Prof. Basadre was also behind the UP High School Student Council’s “Academic Mentoring Program”, a project which won for UPV High School Cebu the recognition as one of the 2007 National Awardees in Search for the Ten Accomplished Youth Organizations (TAYO).

Research Publication for Tenure

- Basadre, Roberto C., Judee Marie Ricana-Basadre, and Annabelle G. Maglasang, “Effectiveness of Service Learning in Improving...
Proposition of the College of Engineering for a “One-Time Engineering Centennial Graduate Faculty Award” to Commemorate the Centennial of the UP College of Engineering

Introduction

The need to provide incentives to retain excellent engineering faculty members is crucial if the UP College of Engineering hopes to continue its mission, as the leading engineering school of the country, in producing well-trained graduate engineers who can lead the country to economic development and technological global competitiveness.

This need is made even more urgent as industries, in the wake of globalization, have turned their focus to recruiting graduate engineers and many of the faculty members find themselves target for recruitment. This is one of the major reasons why the College has been consistently losing its faculty members by about 5% in 2008, 10% in 2007 and 18% in 2006, many of whom are doctoral degree holders.

The faculty of the UP College of Engineering is a showcase of dedicated teachers and researchers who earned their master’s and doctorate degrees from among the best universities around the world. In spite of offers for a much higher pay to work outside of UP, most have chosen to stay in the College.

The College believes that the Centennial of the UP College of Engineering is an opportune occasion to acknowledge the contribution of these faculty members in advancing engineering education and research in the country. The College is proposing a one-time Engineering Centennial Graduate Faculty Award (ECCF) with the objective of giving cash award to faculty members who have taught graduate courses and/or advised successful thesis or dissertation candidates in the UP College of Engineering for their years of service in the College as teachers and researchers.

The College of Engineering offers 12 masters programs and 8 doctoral programs. On the average, the number of enrolled graduate students per year is 700 and the number of faculty members handling graduate courses per semester is 60. For the past two years, the college graduates about 81 graduate students per year.

Funding

The teaching enhancement component of the graduate tuition fee increase (GTFI) of the College of Engineering shall be used to fund the award. In accordance with the 1207th meeting of the Board on 31 March 2006, the Board approved the implementation of the GTFI where 50% of the total amount needed for the award is about PhP6 Million. This is less than the accumulated funds of PhP6.02 Million for the teaching enhancement component of the GTFI funds as of January 2010.

Eligibility

To be eligible for the award, every nominee must meet the following conditions:

a. The nominee must be currently full time faculty of the UP College of Engineering, having served as full time faculty for at least two semesters, who has taught graduate program courses (Ph.D.,
D.E., M.S., M.E., Dip) or has advised (as main adviser) successful thesis or dissertation candidates; or currently part time lecturer of graduate program courses, having taught at least 18 units of graduate courses in the recent six semesters.

b. The nominee must have publications during the period calendar year 2000 to 2010.

c. Part III of the Student Evaluation of Teachers (SET) of the nominee must average 2.0 or better in the recent two semesters for full time faculty, or recent six semesters for part time lecturer.

Board action: APPROVAL

N.B. Regent Taguigulo asked why not everybody is getting the Award. She asked what about the other personnel who are also part of the Centennial Celebration. The President said that this is a big College which could not afford it if everybody is awarded. The funding for the Award will come from graduate tuition. This is why only the Graduate Faculty is covered. It should be made clear, however, that this is based on merit and is going to be a one-time award. The College also has a Program for the staff. President Roman said that she attended the program where the staff was honored with Service Awards.

Regent Pascual informed the Board that the College has been losing its faculty. This could also be the reason for the Award. Thus, she recommended that the Board support this proposal.

Request of the UP Manila Department of Ophthalmology and Visual Sciences (DOVS) to Name the New Department of Ophthalmology and Visual Sciences Library to “Dr. Romeo V. Fajardo Library” in honor of the late Professor Emeritus Romeo V. Fajardo

The Sentro Oftalmologico Jose Rizal (SOJR) library which began its construction in 2009 is in its final phase. The Department of Ophthalmology and Visual Sciences (DOVS) has unanimously chosen to name the library “Dr. Romeo V. Fajardo Library” in memory of the late Professor Emeritus Romeo V. Fajardo, who passed away in 2008.

Dr. Fajardo, a professor emeritus of the UP College of Medicine and former chair of the DOVS, was one of the pillars of Philippine Ophthalmology. He was the founding editor of the Philippine Journal of Ophthalmology and a member of the editorial board of various international journals. Cited in the Who’s Who in America and Who’s Who in the World, he had a passion for research having published more than 180 articles. He authored a local Textbook of Ophthalmology which presently still is a reference material of medical students. Among his numerous accomplishments, Dr. Fajardo’s lasting achievement was the organization of the Ophthalmology Residents Alumni Association (ORA) in 1991. Through the years, the ORA became a vital link between the DOVS and its graduates.

In 2008, the funding of the SOJR library was initiated and generated by the family of Dr. Fajardo. The support included an allocation from the Country Development Fund (CDF). The CDF, through Senator Juan Flavier, was facilitated by Dr. Ildefonso Chan who was the DOVS chair at that time.

Board action: APPROVAL

Paper of the Student Regent on the Policy of the Use and Implementation of the Tuition and Miscellaneous Fee Increases

Copies of the aforementioned paper were distributed during the meeting. The Student Regent called the attention of the Board to the rationale of the tuition and other fees increase approved by the Board in December 2006. She cited in her paper a pertinent portion of the Primer on the Proposal to Adjust Tuition and Other Fees released by the Office of the President as per Memorandum PERR 06-036 issued on September 12, 2006, that the proposal to increase the tuition fee: “will translate into quality academic services (in terms of instruction and supervised research) provided by highly qualified faculty members, improved student-computer ratios, increased internet access, well maintained teaching and research laboratories with state-of-the-art equipment, easy access to a wider and updated collection of textbooks and reference materials (in various forms, i.e., online, print, etc.) in UP libraries and increased stipends and a larger number of recipients of the Socialized Tuition and Financial Assistance Program (STFAP).”

Regent Co also cited an interview with President Roman published in the March 22 issue of the Philippine Collegian, as follows:

“according to [UP President/UP Co-Chairperson] Roman, the funds generated from the tuition increase will go to the incremental income which will be used to build dorms.”

Limiting the use of the funds generated from the tuition increase, according to Regent Co, to the problem of dormitories is limiting the capacity of the full maximization of the funds, which is immediately needed by the college administrations in order to upgrade the necessary facilities to benefit their students or even benefit more beneficiaries of the STFAP. She added that “with this track of administrating the funds on the Tuition and other Fees increase, it burdens even more the current and future Iskolars ng Bayan and therefore, violates Section 9 of the RA 9500 which states that:

“The national university shall take affirmative steps which may take the form of an alternative and equitable admission process to enhance the access of disadvantaged students, such as indigenous peoples, poor and deserving students, including but not limited to valedictorians and salutatorians of public high schools, and students from depressed areas, to its programs and services.”

RA 9500, according to the Student Regent provides that the Board of Regents has the capacity to fix tuition and other fee increases after a comprehensive consultation with the students. This, however, has not been the practice in the recent miscellaneous and laboratory fee increases as reported by the student councils to the Office of the Student Regent. Regent Co stated that some college administrations only give the details of the increase a week before the meeting of the Board of Regents. The Student Regent added that there are cases where some college administrations do not even consider informing the college student councils, university student councils and the supposed affected students of these issues, “arbitrarily saying that it is not the concern of the students nor the student council because it is purely an administrative matter.” She then proposed the following:

• 15 days before the proposed fee increase is set to be evaluated by the College Executive Board, the students (or future students, if it will be applied to the incoming freshmen/transferees from other educational institutions), the respective college and university student councils must have a copy of (1) the whole proposal, including the justification and the studies done by the college/university administration, and (2) a notice of comprehensive consultation, requiring at least 50% + 1 of the total number of students affected by the fees together with the college/university student councils as active participants in the consultation;

• 10 days before the proposed fee increase is set to be evaluated by the College Executive Board, the Office of the Student Regent must be copy furnished of the complete proposal and invited to attend the comprehensive consultation set by the college/university administration; and

Paper of the Student Regent on the Policy of the Use and Implementation of the Tuition and Miscellaneous Fee Increases

Copies of the aforementioned paper were distributed during the meeting. The Student Regent called the attention of the Board to the rationale of the tuition and other fees increase approved by the Board in December 2006. She cited in her paper a pertinent portion of the Primer on the Proposal to Adjust Tuition and Other Fees released by the Office of the President as per Memorandum PERR 06-036 issued on September 12, 2006, that the proposal to increase the tuition fee:
• if these provisions are not followed, any proposal to increase shall not be entertained by the Board of Regents

Board action: APPROVAL. The Board approved the suggested mechanisms of the Student Regent for conducting consultations on proposed tuition/laboratory fee increases.

N.B. President Roman clarified that funds generated from the tuition increase would not only go to dormitories. After dorms have been built, the Administration would make sure that part of the tuition increment will go to projects beneficial to students.

The President informed the Student Regent she could get from the colleges reports on the utilization of laboratory fees. These laboratory fees are subject to “full return policy.” This means that laboratory fees collected for a particular subject will be used for that particular subject.

FINANCIAL MATTERS APPROVED

Request for Authority to Pay the First Merit Incentive of PhP5,000.00 for CY 2010 to all Qualified UP Personnel

The President requests authority to pay the first merit incentive of PhP5,000.00 for CY 2010 to all qualified UP Personnel.

The merit incentive is given to qualified UP personnel in recognition of their dedicated service to the University. This will also inspire them to be more efficient, productive and creative.

Board action: APPROVAL.

N.B. President Roman explained that the University gives two (2) merit incentives every year. This is given to all except those with “Unsatisfactory Rating.” The reward package of the University is relatively good, in fact even better than that of IRRI which recently evaluated its own reward package. Of course, in terms of salary, the President said that UP cannot beat IRRI.

Queried if she is also covered by the merit incentive, the President said that she gets the merit incentive as a Professor, not as President. In fact, she said that she plans to propose an increase in the salary of the UP President before her term ends, to benefit the next UP President. Under the UP Charter, the Board is authorized to fix the compensation of the President.

Regent Taguigvalo requested the President to include in her proposal cumulative leave credits for the Faculty Regent. The Faculty Regent enjoys 9-unit credit load and is considered a faculty administrator but does not enjoy cumulative leave credits.

Reprogramming of PhP45,429,061.51, Representing Unexpended Balances of the UP System Administration as Certified Available by the Heads of the System Budget Office and the System Accounting Office, for Capital Outlay and Equipment Outlay

It is understood that disbursements from this reprogrammed amount shall be subject to the usual accounting, budgeting and auditing laws, rules and regulations.

Board action: APPROVAL.

N.B. Regent Pascual asked where the funds are coming from. President Roman explained that these are unexpended balances, actually savings. The University has vacant items. Savings from these vacant items are used to pay for monetization, rice allowance, grocery allowance, etc. The University actually spends a lot for monetization of leave credits. This is the reason why monetization is limited to ten (10) days.

The reprogrammed amount, according to President Roman will also be used for capital outlay. In case, the University is not able to get funding for a building for UP Cebu, the money will also be sourced out from the reprogrammed funds.

Reprogramming of UP Visayas’ Unexpended Obligations Under the General Fund in the amount of PhP9,398,767.50, Certified as Available by the UPV Chief Accountant and the Budget Office, to be utilized as follows:

<table>
<thead>
<tr>
<th>Maintenance and Other Operating Expenses</th>
<th>PhP9,398,767.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>To augment MOOE needs including expenses for utilities and repair and maintenance of buildings and facilities</td>
<td></td>
</tr>
</tbody>
</table>

It is understood that disbursements from this reprogrammed amount shall be subject to the usual accounting, budgeting and auditing laws, rules and regulations.

Board action: APPROVAL.

APPOINTMENTS

Appointment of UP Scientists effective 2010-2011

The System Committee on UP Scientific Productivity System (SPS) after a very thorough evaluation is pleased to recommend the following as UP Scientists effective 2010-2012.

Original

<table>
<thead>
<tr>
<th>Name</th>
<th>UP Scientist Rank</th>
<th>CU</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sta. Cruz, Pompe</td>
<td>II</td>
<td>UP Los Baños</td>
</tr>
<tr>
<td>Abasolo, Willie</td>
<td>I</td>
<td>UP Los Baños</td>
</tr>
<tr>
<td>Acorda, Jezie</td>
<td>I</td>
<td>UP Los Baños</td>
</tr>
<tr>
<td>Hautea, Desiree</td>
<td>I</td>
<td>UP Los Baños</td>
</tr>
<tr>
<td>Maala, Ceferino</td>
<td>I</td>
<td>UP Los Baños</td>
</tr>
<tr>
<td>Siar, Simeona</td>
<td>I</td>
<td>UP Los Baños</td>
</tr>
<tr>
<td>Wang, Edward</td>
<td>I</td>
<td>UP Manila</td>
</tr>
</tbody>
</table>

For Retention

<table>
<thead>
<tr>
<th>Name</th>
<th>UP Scientist Rank</th>
<th>CU</th>
</tr>
</thead>
<tbody>
<tr>
<td>Montaño, Marco Nemesio</td>
<td>I</td>
<td>UP Diliman</td>
</tr>
<tr>
<td>Ramos, Henry</td>
<td>I</td>
<td>UP Diliman</td>
</tr>
<tr>
<td>Villaseñor, Irene</td>
<td>I</td>
<td>UP Diliman</td>
</tr>
<tr>
<td>Salcedo, Eduardo</td>
<td>I</td>
<td>UP Los Baños</td>
</tr>
<tr>
<td>Lu, Jinky Leilani</td>
<td>I</td>
<td>UP Manila</td>
</tr>
</tbody>
</table>

The Committee recommends that the above Scientists be granted the rates of the UP Scientific Productivity Award approved by the Board in 2008.

Board action: APPROVAL.
UNIVERSITY OFFICIALS

UP Los Baños

Dr. MIMOSA C. OCAMPO as Director, Office of Alumni Relations, effective 24 June 2010 until her retirement on 9 October 2012.

Dr. REYNALDO V. EBORA as Director, National Institute of Molecular Biology and Biotechnology, effective 1 July 2010 until 30 June 2013.

TRANSFER TO PERMANENT STATUS

UP Manila

Prof. Charlotte M. Chiong as Research Associate Professor 5 (Salary Grade 25-2), National Institutes of Health, effective 24 June 2010

Prof. Raul V. Destura as Research Assistant Professor 4 (Salary Grade 20-1), National Institutes of Health, effective 24 June 2010

UP Visayas

Prof. Merlina N. Andalecio as Assistant Professor 7 (Salary Grade 21-5), College of Fisheries and Ocean Sciences, effective 24 June 2010

Prof. Gerald F. Quinito as Assistant Professor 7 (Salary Grade 21-5), College of Fisheries and Ocean Sciences, effective 24 June 2010

UP Open University

Prof. Cesar Z. Luna as Assistant Professor 2 (Salary Grade 19-1), Faculty of Management and Development Studies, effective 24 June 2010

Prof. Julieta A. Villanueva as Assistant Professor 4 (Salary Grade 20-1), Faculty of Education, effective 24 June 2010

TRANSFER FROM PART-TIME TO FULL-TIME STATUS

UP Manila

Dr. Carmelo A. Alfiler as Professor 12 (Salary Grade 29-8), College of Medicine, effective 24 June 2010

Dr. Josefina R. Almonte as Professor 12 (Salary Grade 29-8), College of Medicine, effective 24 June 2010

RENEWAL OF APPOINTMENT

UP Mindanao

Prof. Benjamin C. Bagadion, Jr. as Professor 4 (Salary Grade 27-5), School of Management, effective 1 June 2010 to 31 October 2010

ORIGINAL APPOINTMENT BEYOND COMPULSORY RETIREMENT AGE OF 65

UP DILIMAN

Prof. Young Jong Kim, Professorial Lecturer 3, National College of Public Administration and Governance, effective 1 June 2010 until 31 May 2011

UP Los Baños

Prof. Carolina P. Santillana, Professorial Lecturer 1, College of Public Affairs, effective 1 June 2010 until 31 May 2011
The generous assistance of Manulife to the College of Science would not have been possible without the patient efforts of Ms. Gigi Mantaring, the Vice President and General Manager of Manulife Philippines, and Lourdes Mantaring (Institute of Chemistry), the DSRF Treasurer.

The Professorial Chair shall be financed by Manulife at least for a five-year period starting from AY 2010-2011 to AY 2015-2016.

Board action: APPROVAL.

MATTERS CONFIRMED BY THE BOARD

MEMORANDA OF AGREEMENT

UP Diliman

Agreement on Academic Cooperation between the University of the Philippines Diliman and the Universite Blaise Pascal, France

Project: Academic Cooperation

Particulars:

a. Both Universities agree to develop the following collaborative activities in academic areas of mutual interest, on the basis of equality and reciprocity:

• Exchange of students;
• Exchange of faculty and researchers;
• Collaborative research projects;
• Joint research and meetings for education and research;
• Exchange of academic information and materials; and
• Promotion of other academic cooperation as mutually agreed.

b. The development and implementation of specific activities based on the Agreement will be separately negotiated and agreed upon between the schools or institutes which carry out the specific projects. Both Universities agree to carry out these activities in accordance with the laws and regulations of their respective countries after full consultation and approval;

c. It is understood that implementation of any of the types of cooperation stated may be restricted depending upon the availability of resources and financial support at the Universities concerned; and

d. Should any collaborative research activity under the Agreement result in any potential issue on intellectual property, both Universities shall seek an equitable and fair understanding as to the ownership and other property interests that may arise. This understanding shall be based on the laws, rules and guidelines implemented in both Universities.

Effectivity: Valid for a period of five (5) years from the date of signature by the representatives of both Universities. This Agreement may be renewed after being reviewed and renegotiated by both Universities.

Date signed: 10 March 2010 (by Universite Blaise Pascal)
9 March 2010 (by UP)

Memorandum of Agreement (Second Renewal) between the University of the Philippines Diliman and the Nihon University College of Economics, Japan

Project: Academic and Cultural Exchange

Particulars:

Both institutions agree in spirit of reciprocity to develop areas of teaching, research and application:

• Faculty Exchange
• Joint Teaching and Research
• Student Exchange
• Exchange of Scholarly Materials

Effectivity: Effective for three (3) years upon signing by both parties. Should any amendments become necessary, written and signed memoranda from both sides will be required. Further, subject to review by both institutions, the memorandum shall be renewed if both universities so desire after three (3) years

Date signed: 4 May 2010 (by UP); 2 April 2010 (by Nihon University)

Academic Exchange Agreement between the University of the Philippines through the College of Engineering and the Hokkaido University through the Graduate School of Information Science and Technology

Project: Educational and Academic Exchange

Particulars:

a. Each University will make an effort to promote and develop cooperation in the following activities, upon the principles of equality and reciprocity:

• Exchange of faculty members and research fellows;
• Exchange of students;
• Exchange of academic materials, publications and information;
• Conducting joint research projects and organizing symposia; and
• Proposal of cooperative project and its promotion.

b. The intellectual property that subsequently occurs which results from the activities carried out under Article 1 shall be fairly shared by both parties. Either party shall have the sole right, but not the obligation, to file for patent and copyright protection at its own discretion and expense for any of its own invention. Either party shall be responsible for and control the preparation and prosecution of all patent and copyright applications and maintenance of all patents, copyrights, and other legal protections relating to any of its own inventions; and

c. In order to carry out the activities, a memorandum will be exchanged after mutual consultation between the two universities. However, each institution does not assume any financial responsibility by the Agreement.
Memorandum of Agreement between the University of the Philippines and the Department of Science and Technology (DOST)

Project: MTM Off-Campus Program

Implementing Unit: Technology Management Center

Particulars:

The DOST shall:

a. Ensure that the participants covered in the Agreement comply with the UP Diliman requirements for admission into the Master of Technology Management degree program, as well as adhere to the University policies;

b. Provide on-site learning facility that is suitably equipped with resources for teaching such as computers, LCD projectors, chalkboard, white board, sound system with microphone, including supplies and materials;

c. Provide MTM faculty who will teach in the DOST facility with food and round trip transportation allowance based on the agreed rates;

d. Pay UP Diliman with corresponding fees as billed. The tuition and other miscellaneous fees shall be computed based on the agreed rates even if one or more DOST students dropped out or discontinued with the program;

e. The appropriate Individual and Other School Fees per student and Line Item Budget shall be computed based on the number of accepted student applicants;

f. Provide the financial assistance to scholars consisting of school fees, book allowance, stipend and thesis allowance during the period of actual study subject to pertinent government accounting and auditing rules; and

g. Monitor and evaluate the scholars’ academic performance to determine his/her scholarship status every end of the term based on the established guidelines of UP Diliman.

The UP Diliman, through TMC shall:

a. Admit the DOST employees, as well as other employees from the Bicutan Science Community into the Master of Technology Management program based on the approved Program of Study at the designated DOST facility in the Bicutan Science Community to be handled by the UPTMC faculty members officially designated to teach the said courses;

b. Hold classes at DOST during weekends and weekdays, when necessary, or at UPTMC when the facility is at the university;

c. Provide the DOST employees in the Agreement access to the UP Diliman Library and other learning resources that are normally available to regular MTM students at UP Diliman;

d. Supervise the academic progress of the participants until their graduation from the program;

e. Provide the DOST employees covered in the Agreement access to the UP Diliman Library and other learning resources that are normally available to regular MTM students at UP Diliman;

f. Supervise the academic progress of the participants until their graduation from the program;

g. Administer the funds in accordance with the schedule provided by UP Diliman through TMC; and
i. Acknowledge receipt of payments and other forms of remuneration, e.g., allowance, in accordance with existing government accounting and auditing rules.

Effectivity: Effective upon signing of the parties concerned and shall remain in force unless earlier terminated or revised upon mutual consent of both parties involved. The Off Campus Program for Master of Technology Management shall commence in June 2010. This MOA shall cover three batches of DOST scholars, with the last batch commencing in June 2012. This MOA does not obligate DOST to send scholars every year during the prescribed period.

Date notarized: 19 May 2010

Memorandum of Agreement between the University of the Philippines and the Saint Louis University (SLU)

Project: Faculty Exchange

Particulars:

a. Upon written request by SLU, UP Diliman shall permit faculty member(s) and/or academic personnel to teach on a part-time or temporary basis subject strictly to the rules and procedures provided in the agreement;

b. Such faculty member or personnel of UP Diliman serving in SLU shall be given compensation by SLU, in accordance with its salary administration plan, policies and rules; Provided, that the faculty member(s) and/or academic personnel given teaching assignments at SLU shall be appointed therein to the same or equivalent rank as that held by said faculty member(s) and/or academic personnel in UP Diliman;

c. SLU shall furnish UP Diliman with a copy of the appointment issued, or contract or employment executed as the case may be, for each faculty member or academic personnel employed under the Agreement, two weeks after the official appointment of the concerned UP personnel;

d. Upon similar request by UP Diliman, SLU shall permit its faculty members and other academic personnel to serve in UP Diliman on a part-time or temporary basis, with compensation as may be agreed upon by both parties in writing in such capacity as may be desired by UP Diliman;

e. All Deans, Directors and Heads of principal units in UP Diliman and SLU shall be informed of the Agreement in its entirety; Provided, that faculty members and/or academic personnel whose services are sought shall be apprised of the Agreement before their written consent is secured;

f. SLU, so far as consistent with the objectives of the Agreement and for the purpose of giving effect to the terms and conditions hereof, shall have access to the library facilities of UP Diliman, subject to UP Diliman’s rules and regulations including payment of library fees;

Effectivity: Effective upon date of signing by both parties and shall remain in full force and effect for a period of one semester

Date notarized: 19 April 2010

Memorandum of Agreement between the University of the Philippines and the National Electrification Administration (NEA)

Project: Competency Training and Certification Program for Electricity Distribution Utility Managers

Implementing Unit: National Engineering Center under the Energy Engineering Program, College of Engineering

Particulars:

The UPD and NEA shall jointly undertake research, training and technical advisory programs within the framework of RA 9136 to meet the following objectives:

a. To prepare the ECs in operating and competing under the deregulated electricity market;

b. To strengthen the technical capability and financial viability of ECs;

c. To review and upgrade regulatory policies with a view to enhancing the viability of the ECs as electric utilities;

d. To enhance the capacity of NEA as guarantor for purchases of electricity in the Wholesale Electricity Spot Market (WESM) by ECs and small Distribution Utilities (DUs); and

e. To reduce the system losses of electric cooperatives with the end view of pegging the national average system loss to less than ten percent (10%) by 2010.

Effectivity: Effective and enforceable for two (2) years upon signing of the parties and may be extended and terminated earlier by an agreement signed by the parties represented

Date notarized: 19 April 2010

Memorandum of Agreement between the University of the Philippines and the Bureau of Internal Revenue (First Party)

Project: Mandatory Continuing Legal Education (MCLE)

Amount of the Project: PhP2,000.00 per BIR lawyer-participant with a minimum of 100 participants

Implementing Unit: UP Law Center

Particulars:

• The Parties will jointly conduct an MCLE-accredited seminar on March 23-26, 2010. For this purpose, the parties shall agree upon the specific topics, the lectures and the schedule for the seminar;

• Subject to Paragraph 1 of the MOA, the Second Party shall take charge of the design of the modules and its implementation including the accreditation of the participants by the MCLE Committee

The First Party shall be:

• Responsible for providing venue for the seminar; and

• Responsible for the invitation and identification of the participants to the seminar.

Date notarized: 25 March 2010
Memorandum of Agreement between the University of the Philippines and the Anvil Publishing, Inc. (Publisher)

**Project:** Exclusive publication, distribution and sale of the manuscript “Revisiting Marxism in the Philippines: Selected Essays” into a book (Work)

**Implementing Unit:** Third World Studies Center

**Particulars:**

a. UP declares and constitutes Publisher, and the latter is empowered to act, as the exclusive Publisher and distributor of the Work for such period of time as Publisher may desire, taking into consideration the commercial demand of the Work;

b. UP shall deliver the manuscript to Publisher in complete form, together with the pictorial illustrations, charts, graphs, tables or other visual aids, if any. Publisher shall have the right to reject and/or require the revision of said manuscript and, in the latter case, to set the date for the submission thereof with the required revisions should the manuscript, in the opinion of Publisher, not be textually, substantially or editorially in accordance with the agreement or the contemplation of the Parties;

c. Publisher shall, in consultation with UP, at its cost and expense, edit, copy edit, proof read and design the manuscript into a book;

Publisher shall then, at its cost and expense, cause to be printed and completed in merchantable form an initial Two Thousand copies of the Work.

d. Publisher shall pay UP a royalty equivalent to Fifteen Percent (15%) of the net price (retail price less the 30% discount) for each copy of the book actually sold; and

e. UP expressly warrants that the Work does not contain any matter which in law may be considered plagiarized, pirated, libelous, or in any manner violative of the laws, decrees, general orders, letters of instruction or rules and regulations issued by the duly constituted authorities; that the Work does not infringe upon any copyrights or violate any contractual or property rights of third persons, and that UP undertakes to indemnify for damages and/or hold harmless Publisher from any liability in case of any breach of the warranty. UP assumes sole and complete responsibility and liability for any complaint or controversy regarding the contents of the Work.

**Date notarized:** 9 March 2010

N.B. Chancellor Cao who was called in for this Agreement asked the Board if the University would require that only the UP Press would do the printing/publishing job for the Work.

President Roman proposed that the Board confirm this Agreement with ANVIL and that for future projects, the UP Press be given the right of first refusal. Regent Cabrera who raised some concerns about this Agreement agreed to the President’s recommendation. Thus, the Board confirmed the Agreement with ANVIL.

Contract of Lease between University of the Philippines Diliman (Lessor) and the Petron Corporation (Lessee)

**Location:** 2,590 sq.m. approximate area located along Commonwealth Avenue at Philcoa, University of the Philippines Diliman, Quezon City

**Contract of Lease between University of the Philippines Diliman (Lessor) and the Petron Corporation (Lessee)**

**Rental Rate:**

*The Lessee shall pay the Lessor for every month of lease as follows:*

a) From 1 June 2008 to 31 May 2009 - PhP351,172.25 plus 12% VAT

b) From 1 June 2009 to 31 May 2010 - PhP386,289.48 plus 12% VAT

c) From 1 June 2010 to 31 May 2011 - PhP424,918.42 plus 12% VAT

Manner of Payment – Within the two (2) months before the start of every contract year, the Lessee shall pay the rental rate to the Lessor without need of demand.

**Term of Contract:** Three (3) years from 1 June 2008 to 31 May 2011

No automatic renewal – unless a new written contract is executed by the Parties, the lease shall not be deemed extended beyond its terms for any reason whatsoever.

**Major Points of Contract (including responsibilities of parties):**

a. **Purpose/Use of Leased Premises** – Lessee shall use the Leased Premises exclusively for Gasoline station with convenience and fast food store;

b. **Sublease** – Lessee may sublease the Leased Premises only upon prior written consent of the University;

c. **Provided that the University give an express prior written consent to Lessee, which consent shall not be unreasonably withheld. Lessee shall likewise inform the University of the identity of the sublease. Any sublease agreement shall be co-terminous with, and shall comply with, the terms and conditions of the Contract;**

d. **No transfer** – Lessee shall not sell, transfer, convey, mortgage, or in any manner alienate, dispose or encumber its rights under the Contract, whether in whole or in part, except upon express prior written consent of the University in accordance with its rules;

e. **Security Deposit** – Lessee shall deposit in cash a non-interest bearing Security Deposit with the University Cashier's office, through the Business Concessions Office, in the following amount: The equivalent of the two (2) months rent or Pesos - PhP702,344.50

f. **Repairs and Maintenance**

1. **Ordinary Maintenance** – Lessee at its own expense shall keep and maintain the Leased Premises in a safe, clean and sanitary condition and in a good state of preservation;

2. **Extraordinary Repairs** – The University may require Lessee to undertake extraordinary maintenance, including but not limited to all necessary repairs to the roof, wall supports, other structural parts of the building, and the water, electrical and other utility systems;

3. **Damage by Third parties** – Lessee shall be responsible for damages to the Leased Premises caused by the acts of its employees, members of the family, helpers, other household members or guests, or other third parties; and

4. **Additional Works** – The University may require Lessee to undertake works for the preservation, conservation or maintenance of the Leased Premises or any structure thereon.
The Staff Regent pointed out that while he does not agree with Regent Cabrera asked if renewal of contract may be automatically Date notarized:     8 March 201 95000, Executive Order No. 301, as well as the University’s Delineation the University of the Philippines, or its duly authorized representatives as its Attorney-in-Fact upon the termination of the Contract for the following purposes: Pre-termination 1. By the Lessee – Lessee may pre-terminate this Contract upon written notice to the University at least sixty (60) days before the effective date of pre-termination; and 2. By the University – The University may pre-terminate the Contract by one hundred twenty (120) days written notice to Lessee without necessity of judicial action. Designation of Lessee of Attorney-in-Fact – The Lessee constitutes the University the Philippines, or its duly authorized representatives as its Attorney-in-Fact upon the termination of the Contract for the following purposes: 1. To immediately take possession of the subject Leased Premises and all properties found therein, and to remove, take out or otherwise cause to be transferred to any suitable storage space outside the said premises at cost to the Lessee, the personnel, equipment, fixtures and other movable properties belonging to the Lessee, to sell the same at auction, and shall apply the proceeds thereof to any unpaid and outstanding debt or obligation by the Lessee which, despite the lapse of thirty (30) days from written notice by the University remains unpaid. In entering into a Contract of Lease with Petron Corporation, RA 95000, Executive Order No. 301, as well as the University’s Delineation of Authority have been complied with. Date notarized: 8 March 201 N.B. Chancellor Cao who was called in for this particular contract informed the Board that Petron has been leasing the UP Diliman property for years. Every time they would renew the contract, there is an escalation of the rent. Regent Cabrera asked if renewal of contract may be automatically done or subjected to public bidding. He further asked if the University has not violated any provision of RA 9184 when it automatically renewed the contract with Petron. He thinks that this should have been bid out. The Staff Regent pointed out that while he does not agree with commercialization, he feels that the benefits for the University under this contract are not fully maximized. When he did his interviews at the PHILCOA area, Regent Cabrera found out that the stalls at the Citimall charge more. There are stalls that charge PhP2,000.00 per square meter. Even the stalls at the wet market charge at least PhP200 per square meter. Inside the Diliman campus, PNB is charged PhP40 per square meter, Globe pays UP PhP700.00 per square meter, etc. Regent Cabrera wonders how the rental rate for Petron was arrived at. It is going to be a big help, he said if Petron is charged PhP1,000.00 per square meter. The problem of funds in relation to the “Sagad” Award could have been easily solved. Chancellor Cao explained that the contract with Petron is a short term lease. The University, the Chancellor said, has not violated any provision of RA 9184. President Roman pointed out that better terms could probably be negotiated with Petron when the contract expires in 2011. Regent Cabrera pursued his concerns and reiterated that he is not happy with the terms of the contract since the University is disadvantaged. He is concerned that while rentals for canteen space are bid out, there was no bidding in the case of the property leased out to Petron. If the contract is not confirmed by the Board, Chancellor Cao said that Petron could just be exicted. He explained that every time the contract with Petron is renewed, there is escalation in the rental. During the time of then Vice President for Development Ruperto Alonzo, there was already a conclusion in the S&T Committee that it would be for the interest of the University to have a gasoline station at the area now occupied by Petron. Thus, negotiations with them have been pursued. Regent Pascual asked what process the University followed in determining the rental rate for the property. He inquired whether the appraisal was done by an independent appraiser. Chancellor Cao informed the Board that the University has had a good relationship with Petron. The University has a credit line with them. Regent Pascual asked how much is the cost of that special relationship in terms of opportunity cost to the University brought about by not getting the market rate. The simple way to calculate what is fair rental, according to Regent Pascual is to have an estimate of the value of the property. For instance, for that kind of location, it could be at least PhP30,000.00 per square meter. One per cent of the PhP30,000.00 is PhP300.00. Under the contract, the University is getting only about PhP164.00 per square meter per month. Regent Pascual suggested the University look into this prospectively. The current contract is relatively short term and will end next year. Hopefully, next year, the University could negotiate for more reasonable and well guided terms. Regent Cabrera explained that he is also thinking of ways of helping the University and this is one area that he sees. There is also the property leased out to Shell. Personally, he says, because the University is disadvantaged, the contract with Petron should be rescinded. Regent Gonzalez pointed out that given the background of the President and the Chancellor, the contract with Petron was well studied. Thus, the operational details should be left with them. Regent Pascual suggested that the Board consider confirming the contract with Petron which is relatively short-term and require that the next renewal if ever there is going to be one should be justified on very strong grounds which would mean a comparative study of prevailing values in the vicinity, both in terms of plan value and rental value. As a matter of policy, according to Regent Pascual, when proposals like this are brought to the Board, the basis for arriving at the negotiated rental rates be made an explicit part of the proposal so that the Board would not be guessing as to how the numbers are arrived at the negotiations. President Roman suggested that the other concessions the University get from Petron be listed down. For instance, Petron allows UP official cars to gas up on credit. They also give substantial discounts on their products as well as on labor. Chancellor Cao pointed out that he always tries to get the best deal for the University. He would not allow that UP would be at a disadvantaged position. Regent Cabrera eventually agreed with the suggestion of Regent Pascual. But, he reiterated his recommendation that similar contracts be reviewed to ensure maximum benefit for the University. UP Manila Memorandum of Agreement between UP Manila and the PHAREX HealthCorp Project: Provision of Financial Assistance to Five (5) Qualified Student-Scholars from Doctor of Medicine Program of UP Manila School of Health Sciences Implementing Unit: Office of the Vice-Chancellor for Academic Affairs Particulars: The University through the School of Health Sciences shall: a. Assess the applicants for admission to the Doctor of Medicine Program; b. Submit to PHAREX the names of qualified students to receive the scholarship grant identified and duly endorsed by selected depressed and undeserved communities;
c. Implement policies concerning the scholarship program;
d. Develop/provide formal education to selected student-scholars leading to the degree of Doctor of Medicine;
e. Provide the venue and support facilities such as library, computers, laboratories, and other facilities necessary for the completion of the course;
f. Develop learning materials and other audio visual aids which are appropriate and relevant to the needs of the student-scholars;
g. Allow the conduct of semestral monitoring and school visit of PHAREX representative(s);
h. Monitor and assess the performance of the student-scholars and regularly submit evaluation and or progress reports of the student-scholars to PHAREX;
i. Bill PHAREX for tuition fees, miscellaneous fees, laboratory and student fees on a semestral basis; and
j. Confer the title/degree on the student-scholars upon successful completion of all academic and other requirements.

PHAREX HealthCorp shall:
a. Provide financial assistance to five (5) qualified student scholars until they complete the program;
b. Conform and adhere to school’s admission, screening procedures of the program;
c. Lend expertise and other support necessary to ensure the success of the program;
d. Remit tuition, laboratory, NSTP, miscellaneous, local counterpart fund and student fund fees incurred by the student-scholars;
e. Remit an amount equal to 10% of the total program cost due to UP Manila representing payment for Project Management Cost on a semestral basis within 15 days after the date of receipt of billing from UP Manila; and
f. Assist in the monitoring of the performance of the student-scholars.

Effectivity: Effective on the day of the agreement is mutually signed by the parties and shall continue until completion of the Medicine Program. The program shall commence January 11, 2010 to December 31, 2010.

Date notarized: 2 March 2010

UP Los Baños

Memorandum of Understanding between UP Los Baños (UPLB) and the University of the Sunshine Coast, Sippy Downs, Queensland, Australia (USC)

Project: Academic and Education Cooperation

Particulars:

a. The USC and UPLB agreed to develop the following cooperative activities in academic areas of mutual interest:
   • Exchange of faculty, researchers and other research and administrative staff;
   • Exchange of students;
   • Conduct of collaborative research projects;
   • Conduct of lectures and symposia;
   • Exchange of academic information and materials;
   • Explore development of dual or joint degree programs; and
   • Promotion of other academic cooperation as mutually agreed.

b. The development and implementation of specific activities based on the agreement shall be separately negotiated and agreed upon between the faculties, school or institutes which carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.

Effectivity: Valid for a period of five (5) years from the date of signing by the representatives of both universities. This agreement shall be renewed after being reviewed and renegotiated by both universities.

Date notarized: 5 April 2010

Memorandum of Understanding between UP Los Baños (UPLB) and the University of the North Carolina State University (NC State)

Project: Academic and Education Cooperation

Particulars:

a. The NC State and UPLB agreed to develop the following cooperative activities in academic areas of mutual interest:
   • Exchange of faculty, researchers and other research and administrative staff;
   • Exchange of students;
   • Conduct of collaborative research projects;
   • Conduct of lectures and symposia;
   • Exchange of academic information and materials;
   • Explore development of dual or joint degree programs; and
   • Promotion of other academic cooperation as mutually agreed.

b. The development and implementation of specific activities based on the agreement shall be separately negotiated and agreed upon between the faculties, school or institutes which carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.

Effectivity: Valid for a period of five (5) years from the date of signing by the representatives of both universities. This agreement shall be renewed after being reviewed and renegotiated by both universities.

Date notarized: 16 April 2010

Memorandum of Agreement between UP Los Baños and the Fiber Industry Development Authority (FIDA)

Project: Development of Virus Resistant Abaca (Musa Textilis Nee) Cultivars Using Modern Biotechnology

Component II - Development of Regeneration System for Biolistic-Mediated Transformation for Abaca

Project Leader: Dr. Evalour T. Aspuria
Crop Science Cluster, UPLB

Amount: PhP2,063,837.74

Implementing Agency: Crop Science Cluster, UPLB-CA

Particulars:

a. UPLB shall be responsible for the orderly, systematic and timely implementation of the project and shall provide an adequate and efficient administrative support and management system necessary for its successful implementation;
b. UPLB shall be responsible for the hiring of such personnel as may be necessary based on the Proposal. The services of all personnel hired by UPLB shall be co-terminus with the duration of the project unless sooner terminated for cause;  

c. No employer-employee relationship shall exist between FIDA and the personnel hired by UPLB for the project. The UPLB shall assume sole responsibility for all causes of actions arising out of the acts committed by the personnel hired by UPLB;  

d. UPLB shall regularly monitor the progress of the project. Any unforeseen changes in conditions affecting the implementation of the project shall be recorded and reported immediately to FIDA;  

e. The UPLB shall submit semi-annual and terminal reports to FIDA regarding the progress of the study;  

f. Before the start of the implementation of the project Component, FIDA shall constitute an Evaluation Team which in coordination with UPLB shall set up the monitoring and evaluation system for the Project based on FIDA guidelines. The funds necessary for this purpose such as honoraria, travel cost, per diems, materials and equipment, and other related expenses, shall be for the account of FIDA subject to government accounting and auditing laws, rules and regulations; and  

g. Unless otherwise agreed upon in writing, the UPLB shall turn over to FIDA all equipment and other non-expendable property acquired using project funds, covered by the proper receipts. FIDA reserves the right to re-assign or donate these equipment or properties to other projects.  

Effectivity: Effective upon signing and receipt by the UPLB of the Notice to Proceed on the Implementation of the Project Component and shall continue to be effective within three (3) years until but not later than 31 May 2010. The Notice to Proceed shall also contain the effective coverage and duration of the Project Component.

UP Open University

Memorandum of Understanding between UP Open University and the Philippine Long Distance Telephone Company (PLDT)

Project: Academic Cooperation

Particulars:

a. In order to facilitate international academic cooperation, PLDT and UPOU have agreed to explore opportunities for cooperation in the following areas:
   • ICT integration in teaching and learning;  
   • Training of teachers on ICT through the degree programs of UPOU; and  
   • Other activities that will promote digital literacy and digital inclusions through education.  

b. In support of the intent of the MOU, both PLDT and UPOU agree to elaborate and discuss specific areas of cooperation in subsequent formal agreements that specify the detailed terms and conditions of such collaboration, which agreements shall form integral parts of the MOU;  

c. All research/project outputs, discoveries and/or inventions/innovations produced by virtue of and pursuant to the MOU shall be jointly owned by the parties. The details of the terms and conditions concerning intellectual property rights shall be agreed upon by the parties in subsequent specific agreements, subject to the Parties respective policy guidelines on the matter, which shall form integral part of this MOU. Each party shall respect the rights granted by law to the other in utilizing any intellectual output in accordance with their respective policies, programs and thrusts;  

d. The cooperation between PLDT and UPOU shall be based on the principles of mutual benefit and respect for each others’ independence. It is therefore agreed that each and every activity undertaken under this MOU is approved by the appropriate officials at each organization/institution and must fall within their respective fiscal constraints; and  

e. PLDT and UPOU may pursue other forms of cooperation, within fields that are mutually acceptable and subject to the requirements of each party’s own programs, research activities and other undertakings.

Effectivity: Effective on and after the date of signing by the respective authorized signatories of both parties and shall remain in force until terminated by either party

Date notarized: 23 April 2010

Memorandum of Understanding between and amongst UP Open University (UPOU), UP Open University Foundation, Inc. (UPOUFI) and the SMART Communications, Inc. (SMART)

Project: Academic Cooperation

Particulars:

The Parties agree as follows:  

a. In order to facilitate academic cooperation, SMART, UPOU and UPOUFI have agreed to explore opportunities for cooperation in the following areas:  
   • Education technology incubation, i.e., exploring new ways to use Internet and mobile technologies for education; and  
   • Digital inclusion through education, i.e., exploring ways to bring the benefits of the Internet and mobile technologies into all segments of the population.  

b. In support of the intent of the MOU, all parties agree to elaborate specific areas of cooperation in a subsequent formal agreement that will specify the detailed terms and conditions of such collaboration (the Definitive Agreement);  

c. All research/project outputs, discoveries and/or inventions/innovations produced by virtue of and pursuant to the MOU shall be jointly owned by the Parties. The details of the terms and conditions concerning intellectual property rights shall be agreed upon by the parties in subsequent specific agreements, subject to the Parties respective policy guidelines on the matter, which shall form integral parts of this MOU. Each party shall respect the others’ policies, programs, and thrusts in utilizing any intellectual output;  

d. The cooperation among SMART, UPOU and UPOUFI shall be based on the principles of mutual benefit and respect for each others’ independence. It is therefore agreed that each and every activity undertaken under this MOU is approved by the appropriate officials at each organization/institution and must fall within their respective fiscal constraints; and  

e. SMART, UPOU and UPOUFI may pursue other forms of cooperation, within fields that are mutually acceptable and subject to the requirements of each Party’s own programs, research activities.

Effectivity: Effective on 23 February 2010 and shall remain effective until (1) the date upon which the Parties enter into the
Amendment to the Memorandum of Agreement between UP Mindanao and the ICLARM also known as WorldFish Center, Penang, Malaysia

Project: Sea Ranching and Restocking Sandfish (Holothuria Scabra) in Asia-Pacific

Amount of the Project: AUS195,610.00

Particulars:

Revised Objectives

- To enhance capacity for efficient production larval sandfish by facilitating technology transfer and skills development among project partners;
- To develop alternative modalities for farming sandfish in ponds under a range of environmental and structural settings to maximize return while maintaining a low-technology approach;
- To assess the social, biological and economic viability of sea cucumber ranching as a low-investment production modality to increase incomes in coastal communities;
- To optimize community benefit from sea cucumber culture and sea-ranching through an understanding of markets and maximizing product value; and
- To extend developed technologies and systems to industry through training and support for model enterprises.

Revised Terms of Reference

- In close collaboration with the Project Leader, Dr. David Mills, UP Mindanao will carry out the tasks as outlined in Annex A according to the timelines outlined in Annex A;
- revised contract covers the purchase of a vehicle to be dedicated solely to use of project staff for the duration of the current contract and any subsequent extensions to the existing program; and
- UP Mindanao should make all reasonable efforts to procure this vehicle as quickly as possible. In the event that the vehicle is not purchased prior to January 31, 2010, the sum of AUD33,000 set aside for this purchase may be forfeited and returned to the donor, subject to further negotiation with the project leader.

Revised Duration

The completion date for the project will be extended until June 30, 2011.

Reporting

Financial reporting should consist of an acquittal against the revised budget presented in Annex B.

Contractual Sum

The payment schedule presented supersedes and replaces payments 6, 7 and 8 outlined in the original project contract.

Ownership of Physical Assets

Subject to any specific direction from ACIAR, UP Mindanao shall have legal ownership of any assets that are purchased under this agreement. The transfer or assignment of the assets shall be documented through a signed deed after successful completion of the project.

Dates signed: 29 December 2009 - (by The WorldFish Center)
2 February 2010 - (by UP Mindanao)

OTHER MATTERS

Confirmation of Promotions Approved by the President

At its 1255th meeting held on 27 May 2010, the Board of Regents gave the President authority to approve promotions. This is to meet deadlines set by the Department of Budget and Management. The grant of authority is with the understanding that those at the Professor level and SG 26 for the non-teaching staff shall be subject to confirmation by the Board of Regents.

- UP Diliman
- UP Manila
- UP Los Baños
- UP Visayas
- UP Open University
- UP Mindanao
- UP Baguio

Board action: CONFIRMATION.

Confirmation of “SAGAD” Awards from UP Manila Approved by the President

The President, by virtue of the authority granted her by the Board, approved the grant of “SAGAD” Awards to faculty members who have reached Professor 12 level at the UP Manila, as follows:

<table>
<thead>
<tr>
<th>Name of Award Recipient</th>
<th>Name of Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prof. Ramon L. Arcadio</td>
<td>Prof. Alberto Roxas</td>
</tr>
<tr>
<td>Prof. Lourdes E. Abadingo</td>
<td>Prof. Reynaldo Imperial</td>
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<td>Prof. Arlene A. Samaniego</td>
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<td>Prof. Carmencita Padilla</td>
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These faculty members have reached the peak of their present position and there is no higher position that they can be promoted to. Despite this however, they have continuously and actively continued their academic pursuits, i.e., teaching, research and extension.

Board action: CONFIRMATION.

Substitution of Housing Unit at #63 Gomburza Street for the Destroyed NVM Gonzalez Pioneer Housing Unit

At its 1249th meeting on 25 September 2009, the Board of Regents approved the request of Mrs. Narita Manuel-Gonzalez, widow of NVM Gonzalez, for the application of the rules on pioneer housing to the new residential structure her daughter, Prof. Selma G. Cortes of the UP Integrated School, shall build at #57 A. Mabini Street, Area 1, UP Campus, site of the NVM pioneer house gutted by fire on November 18, 2005.

Records show that in connection with the pioneer housing grant to him, NVM Gonzalez executed a Promissory Note dated October 1953 under the following terms:

1. To pay a 25-year monthly installments (commencing September 1, 1953, the date of occupancy) on the loan as follows: "xxx which installment shall also be considered and applied as monthly rental of the premises mentioned below xxx".

2. To enjoy “free use and occupancy” of the pioneer house “for as long as NVM continued residing in the campus either as one on active service or retired”:
   • with the right to cede or dispose of the privilege to the use and occupancy of the property in favor of such person and for a consideration; and
   • the right to occupancy of the house shall not be available to NVM’s heirs unless they themselves are connected with the University.

On November 18, 2005, the pioneer house was gutted by fire. Occupants, NVM’s widow and Prof. Selma G. Cortes, daughter of NVM, were temporarily housed by the University in the Harding Doña Aurora, and on the first week of December 2005, transferred to a University housing at #63 Gomburza Street, Area 1, awarded to Prof. Selma G. Cortes, with rent, and under the terms and conditions of the existing University Housing, and not the Pioneer Housing Rules.

This present request is for an amendment of the above. This is for the substitution of the housing unit at #63 Gomburza Street for the destroyed NVM Gonzalez pioneer housing under the following terms:

1. UP Diliman will replace the destroyed unit of the late NVM Gonzalez (formerly at #57 A. Mabini St.) with UP housing unit at #63 Gomburza St.

2. Prof. Selma Cortes, heir of NVM Gonzalez, shall occupy the replacement unit under the same terms and conditions as when she was occupying the #57 A. Mabini St., pioneer house as stipulated in the NVM Gonzalez Promissory Note for pioneer housing.

The above terms were agreed upon after a number of consultations among Chancellor Sergio S. Cao, Prof. Selma Cortes, Vice-Chancellor for Community Affairs Cynthia Grace Gregorio, and Atty. Ma. Luz Raval.

In this manner, the terms granted to Prof. Cortes by the Board of Regents in its 1249th meeting on September 25, 2009 which required that Prof. Cortes build a new residential unit on the residential lot #57 A. Mabini St., will be deemed amended upon BOR approval of the present request.

Board action: APPROVAL.

Board action: NOTATION.

Letter of Acting Secretary NORBERTO B. GONZALES, dated 28 May 2010, to President Emerlinda R. Roman on the Revised Implementing Rules and Regulations (IRR) of the National Service Training Program (NSTP) Law

Highlights of the Important Provisions of the Revised IRR which have to be implemented, to wit:

1. Section 4, paragraph c: “…There shall be an orientation for all NSTP enrollees to be jointly conducted by the ROPTC, CWTS and LTS coordinators/ implementers. Students enrolled in the First Semester of the freshmen year shall be made to undergo a common module phase for 25 hours training period…”

2. Section 8, paragraph a.2: “…There should be an NSTP office in each school or college/university headed by an NSTP Director or its equivalent position, responsible for the implementation of the Program. Each of the NSTP components is considered a distinct and/or separate unit under NSTP Office, and the head of the unit shall report directly to the NSTP Director or its equivalent position.”

N.B. President Roman presented to the Student Regent the letter of the Acting Secretary of National Defense, Norberto B. Gonzales forwarding to the UP a copy of the Revised Implementing Rules and Regulations (IRR) of the National Service Training Program (NSTP) Law. The President requested the Student Regent to consult with the students because the IRR requires the students to attend the ROTC. The IRR was given at the start of the semester and the University is expected to implement it. All students, male or female shall be required to attend twenty-five (25) hours training period to be conducted by the ROTC. The CHED Chair is a signatory of the IRR.

Vice President Te also said that in relation to the IRR. He said that they would arrive at the same conclusion that the IRR has gone beyond the Law. Vice President Te also said that by requiring it as an Implementing Rule, it would violate academic freedom particularly for the University considering that UP implements its own method of instruction. The University decides on its own courses.

President Roman said that if the University would not implement the IRR, they might be held liable. She called on the students to give their position on this matter so that they could present it to the proper authorities.

MATTERS FOR INFORMATION OF THE BOARD

Modifications on the Academic Calendar for AY 2010-2011 of UP Diliman Extension Program in Pampanga (UPDEPP) and UP Diliman Extension Program in Olongapo (UPDEPO) MM Program

The new calendar was approved by the President on 31 May 2010. This modification in an offshoot of the evaluation of the MM Program at a conference held on April 27 and 28, 2010, where the MM faculty agreed to adopt the number of meetings observed in certain colleges such as the College of Business Administration.

SPRING Academic Calendar for 2010-2011 of the School of Urban and Regional Planning (SURP)

This is in line with the MS degree Program in Regional Development Planning being offered by School of Urban and Regional Planning, in cooperation with the SPRING Center, Technische Universitat Dortmund (TU Dortmund), Germany.
This was approved by the President on May 20, 2010 by virtue of the authority given her by the Board.

Request to Include an Entry in the UP Baguio Academic Calendar for SY 2010-2011 “July 12, 2010: University Council to approve candidates for graduation of Summer 2010”

This entry was inadvertently omitted in the Academic Calendar of UP Baguio.

The President approved the request on May 28, 2010.

**CONTRACTS/AGREEMENTS**

**UP System**

Contract of Lease between the University of the Philippines System (Lessor) and Atty. Romeo C. Cruz, Legal Consultant (Lessee)

**Leased Premises:** Room 122, located at Fonacier Hall, UP Alumni Center

**Rental Rate:** PhP6,600 per month

**Effectivity:** Effective for a period of two (2) years and one (1) day from 1 February 2010 to 31 January 2012

**Date notarized:** 26 May 2010

UP Diliman

Contract of Lease between the University of the Philippines and the Center for the Promotion of Peace and Development of Mindanao, Inc. (Lessee)

**Leased Premises:** Rice Hull Ash-CBH Model House with 36 sq.m. floor area located along Magsaysay Avenue, UP Diliman

**Rental Rate:** PhP11,273.57 every month plus 12% VAT, payable on or before the 5th day of every contract month, without need of demand

**Term of Contract:** Effective for a period of one (1) year from March 15, 2009 to March 14, 2010

**Date notarized:** 26 April 2010

Two (2) Sub-award Agreements between the University of the Philippines Diliman (Collaborator) and the University of Maryland Baltimore County (University)

**Project:** Bioassay Guided Isolation of Hypoglycemic Compounds from Philippine Medicinal Plants

**Amount of Project:** $38,350.00

**Period of Project:** February 22, 2010 to November 30, 2010

**Particulars:**

a. The University hereby awards firm-fixed-price sub-award. The statement of work for the sub-award is shown in Attachment 3;
f. The Sub-award is subject to the terms and conditions of the Prime Award (Attachment 10 and other special terms and conditions, as identified in Attachment 2); and

g. The Sub-award hereby incorporates the terms and conditions of the Memorandum on Academic Cooperation outlined in Attachment 6.

**Date Notarized:** 16 December 2009

**Construction Management Services Agreement between the University of the Philippines and Philipp’s Technical Consultants Corporation (Construction Management Consultant)**

**Project:** Construction Management Services for the Proposed National Institute of Molecular Biology and Biotechnology Building, National Science Complex

**Amount of Contract:** PhP3,170,300.00

**Mode of Procurement:** Public bidding in accordance with RA 9184 and its Implementing Rules and Regulations

**Particulars:**

a. The Scope of Services, Duties and Responsibilities of the Construction Management Consultant are set forth in the Terms of Reference which is stated and made an integral part of the Agreement as Annex A;

b. Prior to or upon signing of the Agreement, the Construction Management Consultant shall furnish the University a Performance Bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the Agreement.

In the procurement of Consulting Services for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University’s Delineation of Authority, have been complied with.

**Period of Contract:**

Three Hundred (300) Calendar Days (actual construction works) as specified in the Notice to Proceed. One (1) month prior to the actual construction works, the Construction Management Consultant shall review and evaluate all Construction Contract Documents referred to in the Terms of Reference for completeness, correctness and consistency. From expiration of the 300 calendar days, the Construction Management Consultant shall have one (1) month to prepare and submit to the University, through the OCA, the Final Project Report and the documents mentioned in Section 4.4.(c) of the Construction Management Services Agreement and other submittals referred to in the Terms of Reference.

**Date Notarized:** 16 December 2009

**Construction Agreement between the University of the Philippines and E.A Ramirez Construction (Contractor)**

**Project:** Proposed Replacement of Corridor Ceiling, Malcolm Hall, UP Diliman

**Amount of Contract:** PhP1,587,313.58

**Period of Contract:** 90 Calendar Days as specified in the Notice to Proceed issued by the University

**Date Notarized:** 6 May 2010

**Mode of Procurement:** Public bidding in accordance with RA 9184 and its Implementing Rules and Regulations

**Particulars:**

a. For and in consideration of the performance and accomplishment of the works and the correction of any defects therein, the University shall pay the Contractor the total amount of PhP1,587,313.58 subject to pertinent laws on government contracts and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the Works, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance;

b. The relationship of the University to the Contractor is that of an independent contractor. Nothing in the Agreement shall be construed as creating an employer-employee relationship between the University and the Contractor, its sub-contractor, employees, agents, or workers;

c. The Contractor shall indemnify, hold free and harmless, and defend at its own expense the University and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;

d. The Agreement and the Contract Documents mentioned in the Agreement shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In case of doubt or conflict between and among any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and the Agreement, the Contractor shall refer the same in writing to the University for clarification and guidance. The clarification or determination made by the University shall be binding and conclusive upon the Parties;

e. The Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City, Provided, that prior to any resort to the filing of an action in court or any quasi-judicial body, the parties shall endeavor to amicably settle any dispute according to the provisions of Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004", Provided further, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto in accordance with Executive Order No. 1008, otherwise known as the "Construction Industry Arbitration Law";

f. Should any provision of the Agreement be declared illegal, invalid or unconstitutional by the court of law, the rest of the other provisions not affected thereby shall remain valid, subsisting and binding.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University’s Delineation of Authority have been complied with.
Construction Agreement between the University of the Philippines and M.P. Villegas Construction (Contractor)

**Project:** Proposed Rehabilitation of Buildings Damaged by Typhoon “Emong” (Administration Building), UP Marine Science Institute, Bolinao, Pangasinan

**Amount of Contract:** PhP2,384,043.35

**Mode of Procurement:** Public bidding in accordance with RA 9184 and its Implementing Rules and Regulations.

**Period of Contract:** 90 Calendar Days as specified in the Notice to Proceed issued by the University

**Date Notarized:** 11 May 2010

**Particulars:**

a. For and in consideration of the performance and accomplishment of the works and the correction of any defects therein, the University shall pay the Contractor the total amount of PhP2,384,043.35 subject to pertinent laws on government contracts and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the Works, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance;

b. The relationship of the University to the Contractor is that of an independent contractor. Nothing in the Agreement shall be construed as creating an employer-employee relationship between the University and the Contractor, its sub-contractor, employees, agents, or workers;

c. The Contractor shall indemnify, hold free and harmless, and defend at its own expense the University and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;

d. The Agreement and the Contract Documents mentioned in the Agreement shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In case of doubt or conflict between and among any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and the Agreement, the Contractor shall refer the same in writing to the University for clarification and guidance. The clarification or determination made by the University shall be binding and conclusive upon the Parties;

e. The Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City, Provided, that prior to any resort to the filing of an action in court or any quasi-judicial body, the parties shall endeavor to amicably settle any dispute according to the provisions of Republic Act No. 9285 otherwise known as the “Alternative Dispute Resolution Act of 2004”, Provided further, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto in accordance with Executive Order No. 1008, otherwise known as the “Construction Industry Arbitration Law”; and

f. Should any provision of the Agreement be declared illegal, invalid or unconstitutional by the court of law, the rest of the other provisions not affected thereby shall remain valid, subsisting and binding.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University’s Delineation of Authority have been complied with.

Construction Agreement between the University of the Philippines and KB Konstrak Bilding Solusyons (Contractor)

**Project:** Proposed Renovation/Upgrading of MSI Auditorium, College of Science, UP Diliman

**Amount of Contract:** PhP1,985,933.58

**Period of Contract:** 90 Calendar Days as specified in the Notice to Proceed issued by the University

**Mode of Procurement:** Public bidding in accordance with RA 9184 and its Implementing Rules and Regulations.

**Particulars:**

a. For and in consideration of the performance and accomplishment of the works and the correction of any defects therein, the University shall pay the Contractor the total amount of PhP1,985,933.58 subject to pertinent laws on government contracts and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the Works, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance;

b. The relationship of the University to the Contractor is that of an independent contractor. Nothing in the Agreement shall be construed as creating an employer-employee relationship between the University and the Contractor, its sub-contractor, employees, agents, or workers;

c. The Contractor shall indemnify, hold free and harmless, and defend at its own expense the University and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;
e. The Agreement shall be governed by and construed in accordance
with the laws of the Republic of the Philippines and the Parties
thereby submit to the exclusive jurisdiction of the competent
Courts of Quezon City, Provided, that prior to any resort to the
filing of an action in court or any quasi-judicial body, the parties
shall endeavor to amicably settle any dispute according to the
provisions of Republic Act No. 9285 otherwise known as the
“Alternative Dispute Resolution Act of 2004”. Provided further,
that disputes that are within the competence of the Construction
Industry Arbitration Commission to resolve shall be referred
thereto in accordance with Executive Order No. 1008, otherwise
known as the “Construction Industry Arbitration Law”; and
f. Should any provision of the Agreement be declared illegal, invalid
or unconstitutional by the court of law, the rest of the other
provisions not affected thereby shall remain valid, subsisting
and binding.

In the Procurement of Civil Works for this Project, the requirements
of RA 9184 and its Implementing Rules and Regulations, as well as the
University’s Delineation of Authority have been complied with.

Date Notarized: 18 May 2010

Memorandum of Agreement between UP Manila and the K.L.I.C.
Petron Servicenter (KLICPS)

Project: Supply of Fuel (diesel, gasoline, petroleum oil and other
related products including minor repairs and maintenance

Amount of the Contract: The supplier was the only one among
the three (3) gas station dealers which
did not require a cash deposit. The
supplier shall submit on a weekly basis
a statement of account.

Mode of Procurement: Alternative Mode (Canvass)

Statement from the Chancellor: Pertinent laws (RA 9184, the
Procurement Law), University rules and regulations have been
fulfilled/complied with in the
execution/signing of the contract.

Particulars:

a. The Supplier shall provide purchase order forms to the buyer
to be signed by the authorized representative to be presented in
every transaction to the supplier;
b. The Supplier shall issue diesel, gasoline, petroleum oil and other
related products upon request, as contained in duly approved
PO signed by Ms. Norina Esmillarin (authorized approving
representative);
c. The Supplier shall perform automotive maintenance check-ups
and minor repairs for all vehicles upon presentation of approved
PO for every work to be done;
d. The Buyer shall furnish the supplier with:

- Specimen signature of authorized approving representative
  for the PO;
- List of service and utility vehicles and corresponding plate
  numbers, and
- Names and signatures of authorized drivers so that supplier
  may be able to ascertain the authenticity of the documents
  presented to him.

Effectivity: 3rd Extension of Security Contract for UP Diliman
North Sector

Implementing Unit: Office of the Vice-Chancellor
for Community Affairs

Amount of Contract: PhP7,968,641.30
(February 15, 2010 to April 30, 2010)

Mode of Procurement: Extension of Contract previously awarded
through Public Bidding

Particulars:

a. Glocke Security System, Inc. shall continue to provide security
services to the north sector of UP Diliman until a winning bidder
takes over the security operations for the north sector security
services; and
b. The University shall pay for the period of extension, corresponding
to same rates in the Principal Contract, PhP7,968,641.30 (February
15, 2010 to April 30, 2010)

Statement of Compliance: In contracting with Glocke Security
System, Inc., the provisions of RA 9184
and its IRR-A, the Government
Accounting and Auditing Manual, and
the University Rules and Regulations
have been complied with.

Effectivity: 7:00 a.m. of 15 February 2010 to 7:00 a.m. of 30 April 2010
unless sooner terminated by the University.

Date notarized: 11 May 2010
General Construction Agreement between UP Manila and the PGM Construction and Plumbing Services, (PGMCPS)

Project: Renovation of Auditorium and Multi-Purpose Hall, 3rd Floor Annex Building, College of Public Health, UP Manila

Amount of Contract: PhP1,060,475.83

Mode of Procurement: The subject agreement to be executed between the parties has passed through the usual procedure, including a public bidding which was conducted on 18 December 2009, where PGMCPS offered the lowest calculated responsive bid.

Statement of compliance: Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), University rules and regulations have been fulfilled/complied with in the execution/signing of the contract.

Responsibilities of the Contractor:

a. The Contractor shall secure all pertinent permits required by any government office or agency in connection with the project;
b. The Contractor shall comply with all laws, rules and regulations promulgated by the government of the Republic of the Philippines, including those on labor, environment, safety and sanitation, those regulating the construction industry, and other pertinent laws;
c. The Contractor shall immediately notify the university in writing and comply with the instructions to be given by the University, if any portion of the agreement or parts of the contract documents are contrary to any law, rule or regulation;
d. The Contractor shall take all precautionary measures to ensure the safety and convenience of the workers and the general public and to take all appropriate steps to prevent damage or injury to persons or property in or about or adjacent to the premises where the work is being performed;
e. The Contractor warrants and guarantees that all materials to be used for the project are new, free from hidden defects, and fully comply in every respect with the specifications, approved samples, and other requirements of the contract documents;
f. The Contractor warrants that the works done under this agreement, including those performed by sub-contractors, if any, shall be free from defect, shrinkage, fault due to defective or improper materials, planning or workmanship;
g. In the event of pre-termination, the Contractor, its representatives, personnel, or sub-contractors shall voluntarily turn over the project to the University and in no case continue occupying the premises and its surroundings;
h. The Contractor shall leave the work in good order upon completion;
i. The Contractor shall be responsible for the storage and safekeeping of all University supplied materials, if any, fully turned over to its custody by the University;
j. The Contractor assumes full responsibility for the acts, omissions, or negligence of its employees, workers, agents, and those of its sub-contractors and their employees, as well as for all other persons doing work under this agreement; and
k. The Contractor shall hold the University free and harmless from, and hereby binds and obligate itself to indemnify the University for liabilities, losses, damages, injuries including death, claims, demands, suits, proceedings, judgments, awards, fines, penalties and all expenses of whatever kind and nature arising from and by reason of the agreement.

Date notarized: 15 March 2010

UP Baguio

Contract for Janitorial Services between UP Baguio and the Dirt Free Janitorial and Allied Services (Contractor)

Project: Janitorial Services for Buildings located at UP Baguio Campus

Amount of Contract: PhP 1,756,151.50 per annum

Mode of Procurement: Public Bidding

Period of Contract: Ninety (90) working days reckoned from the date of receipt of the Notice to Proceed

Date notarized: 1 March 2010

Statement from the Chancellor: The provisions of RA 9184 in the procurement of the janitorial services were followed.

Responsibilities of the Contractor:

a. Sweeping, mopping, spot scrubbing and polishing floors;
b. Thorough cleaning, sanitizing and disinfecting of toilets, toilet bowls and washrooms, applying, sanitizing and disinfecting agents on commodes, urinals and wash basins;
c. Dusting and/or damp-wiping of other vertical and horizontal surfaces, racks, cabinets, doors, windows, and fixtures/furniture including telephone units, electric fans, air conditioners and exhaust fans;
d. Cleaning glass panes and panels;
e. Collection and emptying of trash and other disposable points;
f. Gardening in certain areas;
g. Arranging of classroom chairs and cleaning of blackboards; and
h. Other duties that may be assigned by the Campus Maintenance Officer from time to time.

Date notarized: 30 April 2010
UP Open University

Contract for Architectural and Engineering Design Services between UP Open University (UPOU) and the Angel Lazaro & Associates International

Project: Architectural and Engineering Design, necessary for the construction of the “Extension Building (Learning Center and Transient Quarters)” of the UPOU Centennial Center for Digital Learning Building to be located at the UPOU campus in Los Baños, Laguna

Amount of the Contract: PhP420,000,00

Mode of Procurement: Alternative Mode of Procurement - Negotiated

Period of Contract: Work commences upon award of the contract to the building Contractor and shall terminate when the UPOU receives the Certificate of Final Completion of the Project issued by the Consultant

Particulars:

Complete Architectural & Engineering Design Services

The Consultant is engaged under the Contract to perform architectural and engineering design services for the construction of the Centennial Center for Digital Learning Building within the campus of UPOU in Los Baños.

The scope of work of the Consultant is as follows:

1. Building
   CCDL Extension Building at UPOU Campus, Los Baños, Laguna
2. Utility System
   Normal building utility systems such as plumbing, electrical, fire safety systems, and mechanical system.

The Consultant as authorized under the Contract by the UPOU, shall perform the Architect’s Regular Services as defined in the Architect’s National Code (the applicable provisions of which shall be supplemental to the Contract), which include the normal services of its structural, electrical, sanitary, and mechanical engineering.

The regular services shall be done in phases in the following sequence:

1. Schematic Design Phase
   The Consultant shall submit to the UPOU a Statement of Probable Project Construction Cost based on current cost parameters.

2. Design Development Phase
   a. The Consultant shall from the approved Schematic Design Study, the Design Development Documents consisting of plans, elevation and others drawing to illustrate the size and character of the Project.
   b. The Consultant shall prepare an outline of specifications showing the kind of materials intended to be used, the structural concept, the types of utility systems and the equipment to be installed, including other items of work that may be required by the UPOU.
   c. The Consultant shall provide the UPOU two (2) sets of design Development Documents for review and approval by the UPOU. One set shall be properly signed and approved by the authorized official of the UPOU and returned to the Consultant.

Project Documents Phase

a. The Consultant shall prepare from the approved Design Development Documents, the complete construction drawings and specifications setting forth in detail the work required for the architectural, structural, electrical, plumbing/sanitary, mechanical and other service-connected equipment, utilities and related works, electronic and communication, furniture layout, indicative landscape (hardscape).

b. The Consultant shall prepare specifications describing the type and quality of materials, the manner of construction and the general conditions under which the Project is to be constructed.

c. The Consultant shall prepare a Breakdown of the Cost Estimate of the Project, based on areas, volumes, and weight as parameters.

d. The Consultant shall keep the UPOU informed of any adjustments to previous Statements of Probable Project Construction Cost caused by any change in the scope requirements of the Project and/or existing market conditions.

UPOU's Responsibilities:

a. The UPOU shall provide the Consultant with full information regarding the requirements of the Project.

b. The UPOU shall be responsible for ensuring the availability, programming and allocation of funds for the payment of services of the Consultant.

c. In order to achieve a more efficient coordination in the implementation of the Project, the UPOU shall commission the Consultant to undertake periodic construction inspections or site visits of the Project.

d. The Consultant or his representative shall inspect and examine the actual construction of the Project once a month, or with such frequency and duration as may be requested by the UPOU in order to fully instruct the Contractor and his representative regarding the work, the merits of the materials and workmanship, and to see to it that these activities are done strictly in accordance with the approved plans and specifications. During the Project site visits and on the basis of his observation while at the site, the Consultant shall keep the UPOU immediately informed about defects and deficiencies in the work of the Contractor and shall condemn work found failing to conform with the Contract Documents, it being understood that time is of the essence in the completion of this Project.

e. Based on observations and the Contractor’s Applications for Payment, the Consultant shall determine the amount owing and due to the Contractor and shall issue corresponding Certificates for Payment in such amount as may be appropriate. These Certificates shall constitute a certification to the UPOU that the work has progressed to the stage indicated and that to his best knowledge and inspection, the quality of work performed by the Contractor is in accordance with the Contract Documents. He shall conduct the necessary inspection to determine the date of substantial and final completion and issue the final Certificate of Payment to the Contractor.

f. Should extensive inspection or full-time (8 hour) construction supervision be required by the UPOU, a Construction Manager shall be hired by the UPOU in consultation with the Consultant who shall be under the technical control and supervision of the Consultant and who shall make weekly progress reports to the UPOU and to the Consultant.

Date notarized: 15 December 2009
Contract for Janitorial Services between UP Open University and the D’ Triumph Cleaners and Allied Services, Inc. (Contractor)

**Services:** Janitorial Services for its offices located at the UP Open University Headquarters and in National Computer Center at UP Diliman

**Amount of Contract:** PhP 1,399,999.68 per annum

**Mode of Procurement:** Public Bidding

**Implementing Unit:** Office of the Vice-Chancellor for Finance and Administration

**Period of Contract:** Effective for a period of 1 April 2010 - 31 December 2010

**Statement from the Chancellor:** The Contract has been reviewed by the Legal Counsel and all rules, such as but not limited to Republic Act No. 9184, University Rules on Delineation of Authority, the Government Accounting and Auditing Manual and the General Appropriations Act have been complied with.

**Particulars:**

a. The Contractor shall provide the UPOU with a total of ten (10) janitors. Eight (8) janitors will be based in Los Baños, one (1) will be based in NCC-UP Diliman and one (1) will be based in UP Visayas in Iloilo. The janitors will for a period of six (6) consecutive days every week. They shall be well-trained, experienced and trustworthy. In no case shall the Contractor provide mere trainees or apprentice, but only its own qualified and regular employees. The Contractor shall issue a certification that the janitors to be assigned to the UPOU have completed the training course/program for janitors and that they are not mere trainees;

b. The Contractor shall provide all janitors with proper uniforms and identification cards (IDs) which shall be used at all times for purposes of identification and security. Janitors assigned to the UPOU shall be properly groomed at all times;

c. The Contractor undertakes to comply with the following schedule in the performance of its janitorial services: Monday through Saturday, eight (8) hours daily from 6:30 a.m. to 3:30 p.m. Heads of Units/Offices of the UPOU shall determine the areas of responsibility for each janitor assigned within the respective units/offices.

**Date notarized:** 26 April 2010

Contract for Security Services between UP Open University and the Southern Luzon Security Agency Corporation (Contractor)

**Services:** Security Services for the academic and administrative buildings within the UPOU campus

**Contract Price:** PhP643,356.36 per annum representing three (3) security guards at PhP53,613.03 per month with twelve (12) hours of continuous duty per day.

**Mode of Procurement:** Public Bidding

**Implementing Unit:** Office of the Vice-Chancellor for Finance and Administration

**Effective:** 01 January 2010 until 31 December 2010

**Date notarized:** 30 March 2010

Statement from the Chancellor: The Contract has been reviewed by the Legal Counsel and all rules, such as but not limited to Republic Act No. 9184, University Rules on Delineation of Authority, the Government Accounting and Auditing Manual and the General Appropriations Act have been complied with.

Particulars:

a. The Agency shall assign security guards at the prescribed building and premises everyday, including Saturdays, Sundays and Holidays, to fully and adequately guard and protect from injuries, damages and losses or whatever nature, extent or description through assault, trespass, arson, theft, robbery, mischief or other unlawful acts or negligence the said building, the faculty, students, personnel, visitors and properties located therein and all the cars parked in the premises; Provided that the number of security guards may be increased or decreased by mutual agreement of the parties, depending upon the security requirements of the Client; Provided, further, that the Agency shall have a pool of reserve guards to ensure the presence of adequate relievers whenever the need arises;

b. The Agency shall assign duly-licensed security guards;

c. The Agency shall be responsible for the supervision and control of its security guards and other personnel assigned to UPOU. The Agency warrants its faithful compliance with its obligations as the employer of such security guards or personnel. The UPOU shall not in any way be held responsible or liable for any claim or damages or injury or death arising from, or suffered by security guards or personnel, or occurring in the course of their performance of their functions. In this regard, the Agency shall maintain and keep the UPOU free and harmless from any liability or charges imposed upon the Agency for violation of the New Labor Code, its amendments or any law or ordinances, and, in proper cases, indemnify the UPOU for any liability or charge imposed or sought to be imposed upon the UPOU by reason of its contract with the Agency. It shall likewise keep the UPOU free and harmless from all claims, demands, suits or judgments, including costs and expenses, arising out of or by reason of injury or damage to property, or injury to or death of persons due to the operations of the Agency;

d. The UPOU through the Office of the Vice-Chancellor for Finance and Administration shall monitor the actual delivery of security services and recommend to the Agency, in proper cases, measures to ensure the quality of security services. The same office shall also conduct a monthly evaluation of the performance of the security guards;

e. The Office of the Vice-Chancellor for Finance and Administration shall analyze monthly reports from office or unit heads of the performance of the security guards and shall rate the over-all performance of the Agency as “Very Good”, “Good”, “Fair”, or “Poor”; and

f. The Agency shall equip and provide each security guard, who must always be in proper uniform, with a flashlight, club, whistle and other equipment which are necessary for security purposes. At all times, at least one security guard per building shall be equipped with a serviceable licensed firearm.
SEPARATIONS FROM THE SERVICE

UP Manila

Hipona, Maria Elena, Administrative Aide VI, College of Arts and Sciences, effective 20 April 2010, Resignation

Maglaya, Araceli, Professor 5, College of Nursing, effective 01 April 2010, Optional Retirement

Pasion, Ellewellyn G., Professor 6, College of Medicine, effective 21 April 2010, Compulsory Retirement

Aguilla, Enrico, Instructor 6, College of Allied Medical Professions, effective 31 May 2010, Expiration of Temporary Appointment

Anacleto, Francisco Jr., Research Assistant Professor 1, National Institutes of Health, effective 31 May 2010, Expiration of Temporary Appointment

Arenas, Charles Leonard, Senior Lecturer 1, College of Dentistry, effective 31 May 2010, Resignation

Basco, Mark David, Instructor 1, College of Allied Medical Professions, effective 31 May 2010, Expiration of Temporary Appointment

Cavas, Aileen Jane, Instructor 1 (PT), College of Allied Medical Professions, effective 31 May 2010, Expiration of Temporary Appointment

Jordan, Mary Grace, Instructor 1, College of Allied Medical Professions, effective 31 May 2010, Expiration of Temporary Appointment

Natividad-Villanueva, Guadalupe, Associate Professor 2 (PT), College of Medicine, effective 15 May 2010, Resignation

Ponciano, Joyce Anne, Instructor 1, College of Allied Medical Professions, effective 31 May 2010, Expiration of Temporary Appointment

Prado, Jennifer, Senior Administrative Assistant II, College of Dentistry, effective 16 May 2010, Resignation

Tort, Ken Kristoffer, Instructor 1 (PT), College of Allied Medical Professions, effective 31 May 2010, Expiration of Temporary Appointment

Baltazar, Jane, Professor Emeritus, College of Public Health, effective 09 June 2010, Death

Cruz, Federico, Professor 9, College of Medicine, effective 01 June 2010, Compulsory Retirement

Curry, Estrella, Administrative Assistant II, College of Public Health, effective 15 June 2010, Compulsory Retirement

Del Rosario, Anjelyn, Instructor 1, College of Arts and Sciences, effective 01 June 2010, Resignation

Dela Cruz, Aurelio, University Research Associate I, National Institutes of Health, effective 31 June 2010, Resignation

Edding, Sherida, Lecturer 1, College of Arts and Sciences, effective 01 June 2010, Resignation

Engle, Harry, Associate Professor 5, College of Arts and Sciences, effective 01 June 2010, Resignation

Frisco, Heidi, Instructor 2, College of Arts and Sciences, effective 01 June 2010, Expiration of Temporary Appointment

Gonzalez, Ma. Angela, Clinical Associate, College of Dentistry, effective 01 June 2010, Expiration of Temporary Appointment

Hilvano, Serafin, Professor 9 (PT), College of Medicine, effective 01 June 2010, Compulsory Retirement

Inton, Michael, Instructor 2, College of Arts and Sciences, effective 01 June 2010, Resignation

Jimenez, Evelyn, Lecturer 2, College of Arts and Sciences, effective 01 June 2010, Resignation

Medina, Maria Glennalin, Instructor 6, College of Arts and Sciences, effective 01 June 2010, Resignation

Mercurio, John, Instructor 5, College of Arts and Sciences, effective 01 June 2010, Expiration of Temporary Appointment

Polestico, Victoriano Jr., Assistant Professor 5, College of Nursing, effective 07 June 2010, Resignation

Rosete, Mario III, Instructor 2, College of Arts and Sciences, effective 01 June 2010, Resignation

Rosas, Felomena, Laboratory Technician I, National Institutes of Health, effective 28 June 2010, Resignation

Rubio, Maria Leah, Instructor 1, College of Arts and Sciences, effective 01 June 2010, Resignation

Salvador, Joan May, Lecturer 2, College of Arts and Sciences, effective 01 June 2010, Expiration of Temporary Appointment

Taguibao, Jalon, Instructor 5, College of Arts and Sciences, effective 01 June 2010, Resignation

Toralba, Joanna, Instructor 2, College of Pharmacy, effective 01 June 2010, Expiration of Temporary Appointment

Tuvera, Mariam Soraya, Assistant Professor 1, College of Arts and Sciences, effective 01 June 2010, Expiration of Temporary Appointment

Viegelmann, Christina Victoria, Assistant Professor 2, College of Pharmacy, effective 01 June 2010, Resignation

Villaflor, Alexis, Instructor 1, College of Arts and Sciences, effective 01 June 2010, Resignation

Villaflor, Alwyn Bryan, Senior Lecturer 1, College of Arts and Sciences, effective 01 June 2010, Expiration of Temporary Appointment

Wani, Rhodelyn, Lecturer 2, College of Arts and Sciences, effective 01 June 2010, Expiration of Temporary Appointment

Yao, Soledad, Associate Professor 3, College of Arts and Sciences, effective 01 June 2010, Resignation

Philippine General Hospital

As of 1st Quarter 2009

Baliad, Liezal M., Medical Officer III, effective 01 January 2009, Resignation

As of 4th Quarter 2009

Goleta-Dy, Amy N., Medical Specialist III (Part-Time), effective 12 October 2009, Transferred to UPCM

As of 1st Quarter 2010

Alvarez, Roaliza E., Medical Officer III, effective 22 March 2010, Resignation

Durano, Reinerio Jr. M., Medical Officer III, effective 09 March 2010, Resignation

Jorge, Manuel Peter Paul II C., Medical Specialist III (Part-Time), effective 28 January 2010, Transferred to UPCM

Licup, Maria Ellen R., Medical Officer III, effective 16 January 2010, Resignation

Realiza, Mary Machelle M., Medical Officer III, effective 15 January 2010, Resignation

Victoria, Irish P., Medical Officer III, effective 25 March 2010, Resignation

Salido, Evelyn O., Medical Specialist III (Part-Time), effective 28 January 2010, Transferred to UPCM

As of 2nd Quarter 2010

Abunas, April C., Nurse II, effective 21 June 2010, Resignation

Agutaya, Armie D., Nurse III, effective 15 May 2010, Resignation

Alegre, Melody G., Administrative Aide VI, effective 01 May 2010, Resignation

Amor, Bernadette C., Nurse II, effective 20 May 2010, Resignation

Anacleto, Ana Lorraine P., Nurse II, effective 24 May 2010, Resignation
Arealo, Rosalinda R., Administrative Assistant II, effective 26 April 2010, Compulsory Retirement
Canaveral, Rhodalyen E., Nurse II, effective 23 May 2010, Resignation

Cardenas, Junelyn C., Nurse II, effective 12 June 2010, Resignation
Castro, Marilyn P., Ward Assistant, effective 26 May 2010, Optional Retirement

Celestino, Jannet B., Nurse II, effective 26 May 2010, Resignation

Cervales, Ramelle O., Nurse II, effective 25 May 2010, Resignation

Chico, Danita, Doctoral Candidate, effective 13 June 2010, Resignation

Chua, Irene S., Pharmacist II, effective 13 June 2010, Resignation

Dascan, Jesus R., Administrative Aide IV, effective 15 May 2010, Resignation

Darras, Ma. Lutgarda D., Nurse II, effective 15 May 2010, Resignation

Dayadante, Marian M., Nurse II, effective 07 June 2010, Resignation

De Peralta, Carissamae T., Nurse II, effective 09 April 2010, Resignation

De Sagun, Jocelyn R., Nurse II, effective 01 June 2010, Resignation

Dela Cruz, Ronald F., Administrative Aide III, effective 01 June 2010, Optional Retirement

Delgado, Amelita N., Nurse II, effective 19 June 2010, Optional Retirement

Dumrique, Jingle Theresa G., Nurse IV, effective 30 June 2010, Resignation

Escalante, Grace R., Nurse II, effective 28 June 2010, Resignation

Estocapio, Ingred D., Nurse II, effective 22 May 2010, Resignation

Estuaquio, Chinky Mae B., Nurse II, effective 15 April 2010, Resignation

Faundo, Arvin C., Medical Specialist III (Part-Time), effective 30 April 2010, Resignation

Felicen, Asteria B., Legal Officer IV, effective 10 June 2010, Resignation

Gayani, Marichu J., Nurse III, effective 15 June 2010, Optional Retirement

Hernandez, Eric V., Occupational Therapist II, effective 01 June 2010, Resignation

Lacaba, Antonio R., Administrative Assistant II, effective 07 May 2010, Death

Lagayada, Maria Pilar Edilynn A., Nurse II, effective 06 April 2010, Resignation

Lim, Reymund Jay L., Nurse II, effective 05 April 2010, Resignation

Lugu, Desiree Joy H., Nurse II, effective 19 June 2010, Resignation

Maceda, Bernardo G., Administrative Aide V, effective 07 May 2010, Disability Retirement

Marginal, Michelle S., Nurse II, effective 24 June 2010, Resignation

Matas, Divina M., Nurse II, effective 24 June 2010, Resignation

Mojica, Joie Michael A., Nurse II, effective 26 May 2010, Resignation

Montalbo, Maricor C., Nurse I, effective 01 June 2010, Resignation

Monteagudo, Gualberto P., Administrative Aide III, effective 09 May 2010, Death

Nano, Denisse Heide U., Nurse II, effective 28 June 2010, Resignation

Obusan, Francisca Belle F., Nurse II, effective 20 May 2010, Resignation

Ongoco, Rosa L., Nurse II, effective 07 June 2010, Optional Retirement

Ortega, Glimbert E., Nurse II, effective 15 May 2010, Resignation

Pamintuan, Annabelle B., Nurse II, effective 09 April 2010, Resignation

Perez, Jermaine A., Nurse II, effective 12 June 2010, Resignation

Pumaras, Lorelay K., Nurse II, effective 19 June 2010, Resignation

Quodala, Joanne Janice Q., Nurse II, effective 01 May 2010, Resignation

Reodic, Marilyn B., Nurse II, effective 16 May 2010, Resignation

Rivera, Eva B., Nurse III, effective 23 May 2010, Resignation

Robles, Marydith Benet T., Medical Technologist II, effective 31 May 2010, Resignation

Ruiz, Rosario J., Nurse II, effective 01 May 2010, Resignation

Santos, Julie Ann D., Nurse II, effective 20 April 2010, Resignation

Soriano, Aileen P., Nurse II, effective 24 May 2010, Resignation

Soriano, Maria Corazon F., Dentist III, effective 01 May 2010, Resignation

Sto. Domingo, Jemalyn T., Nurse II, effective 10 April 2010, Resignation

Uy, Wilson II G., Radiologic Technologist III, effective 16 May 2010, Resignation

Vicente, Leonardo L., Nurse II, effective 22 June 2010, Resignation

Villar, Leslie Faith C., Nursing Attendant I, effective 13 May 2010, Resignation

Vosotros, Libeth L., Nurse II, effective 20 May 2010, Resignation

UP Los Baños

Bautista, Anita M., University Researcher II, effective 12 April 2010, Resignation

Blauta, Milagros B., Assistant Professor 7, College of Arts and Sciences, effective 24 April 2010, Retirement

Calubayan, Mary Joann Candee C., Nursing Attendant II, effective 15 April 2010, Retirement

Escosia, Perfecto M., Administrative Assistant V, effective 18 April 2010, Retirement

Manar pac, Teodoro L., Security Guard II, effective 01 April 2010, Resignation

Marquez, Menandro C., Instructor 1, Institute of Mathematical Sciences and Physics, effective 15 April 2010, Resignation

Medina, Jose R., Professor 8, effective 17 April 2010, Retirement

Olbin ado, Margie P., Assistant Professor 5, effective 01 April 2010, Resignation

Pablo, Angela Kathrina C., Assistant Professor 1, effective 24 April 2010, Resignation

Rubiales, Teodoro R., Security Guard III, effective 01 April 2010, Retirement

Soliven, Lilia A., Medical Technologist III, effective 01 April 2010, Retirement

Avenido, Renato A., Associate Professor 2, effective 01 May 2010, Retirement

Bueza, Emerenciano C., Heavy Equipment Operator II, effective 31 May 2010, Retirement

Caraig, Romalino E., Instructor 3, effective 31 May 2010, Resignation

Mercado, Anacleto L., Administrative Aide III, effective 24 May 2010, Death

Ogorida, Edgardo O., Heavy Equipment Operator II, effective 19 May 2010, Retirement

Salvacion, Arnold R., Assistant Professor 1, effective 01 May 2010, Resignation

Tengo, John Meyn ard M., Instructor 3, effective 31 May 2010, Resignation
Caliung, Edna E., Administrative Aide VI, College of Agriculture, effective 15 June 2010, Retirement

Marcial, Demetrio Jr. B., University Researcher I, College of Agriculture, effective 27 May 2010, Retirement

Mojica, Elmer Rico E., Assistant Professor 5, College of Arts and Sciences, effective 01 June 2010, Resignation

Sityar, Romeo A., Administrative Aide III, College of Agriculture, effective 04 June 2010, Death

Abraham, Emmanuel Rodantes G., Associate Professor 1, effective 01 June 2010, Retirement

Aguinaldo, Genevieve S., Instructor 2, effective 01 June 2010, Expiration of Appointment

Alcantara, Ida Marie A., Instructor 1, effective 01 June 2010, Expiration of Appointment

Angeles, Angelene J., Instructor 1, effective 01 June 2010, Expiration of Appointment

Asor, Bubbles Beverly N., Assistant Professor 1, effective 01 June 2010, Expiration of Appointment

Badayos, Noah G., Assistant Professor 1, effective 01 June 2010, Expiration of Appointment

Briones, Denise O., Instructor 1, effective 01 June 2010, Expiration of Appointment

Buensuceso, Richelle E., Instructor 2, effective 01 June 2010, Expiration of Appointment

Capistrano, Penelope L., Instructor 1, effective 01 June 2010, Expiration of Appointment

Carambas, Nora DM, Assistant Professor 1, effective 01 June 2010, Expiration of Appointment

Carganilla, Jewel Marie A., Instructor 1, effective 01 June 2010, Expiration of Appointment

Cua, John Paul P., Instructor 3, effective 01 June 2010, Expiration of Appointment

De Ocampo, Ann Michelle V., Instructor 1, effective 01 June 2010, Expiration of Appointment

De Villa, Christine Ann A., Instructor 1, effective 01 June 2010, Expiration of Appointment

Dimaandal, Lerma M., Assistant Professor 7, effective 25 June 2010, Retirement

Elumbre, Adonis Ramy L., Instructor 2, effective 01 June 2010, Expiration of Appointment

Esperas, Agnes M., Assistant Professor 1, effective 01 June 2010, Expiration of Appointment

Galolo, May C., Assistant Professor 1, effective 01 June 2010, Expiration of Appointment

Guieb, Victoria R., Assistant Professor 1, effective 01 June 2010, Expiration of Appointment

Gulles, Alaine A., Assistant Professor 1, effective 01 June 2010, Expiration of Appointment

Gutierrez, Princess J., Instructor 2, effective 01 June 2010, Expiration of Appointment

Hernandez, Giselle P., Instructor 5, effective 01 June 2010, Expiration of Appointment

Ilao, Royce Ivan A., Instructor 2, effective 01 June 2010, Expiration of Appointment

Juan, Estela L., Assistant Professor 5, effective 01 June 2010, Retirement

Labor, Jonalou SJ, Assistant Professor 1, effective 01 June 2010, Expiration of Appointment

Lagos, Mark Marvin L., Instructor 2, effective 01 June 2010, Expiration of Appointment

Macalintal, Aileen E., Instructor 4, effective 01 June 2010, Expiration of Appointment

Manaligod, Herbert T., Assistant Professor 6, effective 01 June 2010, Retirement

Manalo, Ma. Kathryn Ann B., Instructor 2, effective 01 June 2010, Expiration of Appointment

Manigbas, Elaine P., Assistant Professor 4, effective 11 June 2010, Resignation

Marcial, Ana Katrina T., Instructor 2, effective 01 June 2010, Expiration of Appointment

Mariano, Robert Dominick E., Instructor 4, effective 01 June 2010, Expiration of Appointment

Mercado, Isabelo III C., Instructor 3, effective 01 June 2010, Expiration of Appointment

Mercado, Randwin Francis C., Instructor 4, effective 01 June 2010, Expiration of Appointment

Narido, Ronadane A., Instructor 1, effective 01 June 2010, Expiration of Appointment

Natividad, Leslee S., Instructor 6, effective 01 June 2010, Expiration of Appointment

Parao, Amelia E., Instructor 3, effective 01 June 2010, Expiration of Appointment

Pascual, Jeremiah P., Instructor 1, effective 01 June 2010, Resignation

Peña, Armie Evangel N., Assistant Professor 1, effective 01 June 2010, Expiration of Appointment

Reguindin, Janet S., Instructor 7, effective 01 June 2010, Expiration of Appointment

Rey, Floyd Ericson M., Instructor 2, effective 01 June 2010, Expiration of Appointment

Reyes, Wensley M., Instructor 5, effective 01 June 2010, Expiration of Appointment

San Juan, Vanessa E., Instructor 1, effective 01 June 2010, Expiration of Appointment

Tanyag, Rico Mayro P., Instructor 1, effective 01 June 2010, Expiration of Appointment

Tolentino, Melanie P., Assistant Professor 1, effective 01 June 2010, Resignation

Torres, Christopher John R., Instructor 5, effective 01 June 2010, Expiration of Appointment

Tugbo, Alvin S., Instructor 1, effective 01 June 2010, Expiration of Appointment

Valero, Jonah Belle G., Instructor 4, effective 01 June 2010, Expiration of Appointment

Vergara, Lovely Feomous H., Instructor 1, effective 01 June 2010, Expiration of Appointment

Welan, Marianne V., Instructor 2, effective 01 June 2010, Expiration of Appointment

UP Visayas

Abulencia, Carmelito Nomer S., Instructor 1, UPV Tacloban College, effective 01 June 2010, Expiration of Appointment

Alfarero, Joel A., Instructor 1, UPV Tacloban College, effective 01 June 2010, Expiration of Appointment

Araneta-Tumogdan, Arlyn G., Instructor 1, College of Arts and Sciences, effective 01 June 2010, Expiration of Appointment

Asumbrado, Dionisio S., Administrative Aide VI, UPV Tacloban College, effective 01 June 2010, Retirement

Badinas, Eufemia P., Junior Scholarship Affairs Officer I, UPV Cebu College, effective 01 May 2010, Retirement

Belarmino, Ian Benjie M., Instructor 3, UPV Cebu College, effective 01 June 2010, Expiration of Appointment

Cabunducan, Gerard S., Instructor 2, College of Arts and Sciences, effective 01 June 2010, Expiration of Appointment

Castañares, Zaire Fe C., Instructor 2, College of Arts and Sciences, effective 01 June 2010, Expiration of Appointment
Cichon, Melchor F., College Librarian III, Library Services, effective 07 April 2010, Retirement
Colon, Joyce Christine D., Instructor I, College of Arts and Sciences, effective 01 June 2010, Expiration of Appointment
Cortez, Doreen C., Assistant Professor 7, College of Management, effective 16 June 2010, Resignation
Defensor, Edward D., Associate Professor 7, College of Arts and Sciences, effective 01 June 2010, Retirement
Entoma, Lovelie Faith G., Instructor I, UPV Cebu College, effective 01 June 2010, Expiration of Appointment
Española, Pablo Jr. B., Assistant Professor 7, College of Management, effective 01 June 2010, Retirement
Fagutao, Fernand F., University Research Associate I, College of Fisheries and Ocean Studies, effective 01 April 2010, Resignation
Lim, Harry H., Instructor 3, College of Arts and Sciences, effective 01 June 2010, Expiration of Appointment
Nacino, Dexter G., Instructor I, UPV Tacloban College, effective 01 June 2010, Expiration of Appointment
Natividad, Amelin C., Administrative Officer II, Accounting Services, effective 01 April 2010, Expiration of Appointment
Recabar, John Ryan M., Instructor 1, College of Arts and Sciences, effective 01 June 2010, Expiration of Appointment
Selorio, Cornello Jr. M., University Research Associate I, College of Fisheries and Ocean Studies, effective 20 April 2010, Death
Trapela, Louela Vanessa P., Administrative Aide IV, UPV Cebu College, effective 01 June 2010, Resignation
Yee, Michelle Anne J., Information Systems Analyst I, Office of the Vice President for Planning and Development, effective 16 April 2010, Resignation

UP Open University

Espinosa, Alejo J., Assistant Professor 2, Faculty of Information and Communication Studies, effective 01 June 2010, Expiration of Appointment
Tolentino, Jerico Henry D., Information Systems Researcher III, Management Information Systems Office, effective 01 May 2010, Resignation