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Editors
Prof. Lilian A. de las Llagas
Prof. Virginia R. Ocampo

Consultant
Prof. Lourdes M. Portus
(as of 2012)

In-Charge of Production
Levi R.R. Lusterio
Update on the Sustainable Management and Development Plan for the UP Sierra Madre Land Grants (Land Use Plan)

The Chancellor of UP Los Baños submitted the updated development plan based on the comments and recommendations made during the 1258th BOR meeting held on 29 July 2010.

The changes in the proposal include increasing the University area from 200 hectares to 500 hectares at the Laguna Land Grant wherein the proposed intensive use zone and a portion of the protection zone will be utilized as proposed by Regent E.J. Angara during the 1260th BOR meeting. The proposal stemmed from the idea of relocating some units of the University, particularly UP Manila. Meanwhile, the community development component of the plan was taken out as recommended by former Faculty Regent Taguiwalo. As proposed, the community development component will be presented as a separate detailed program.

Hereunder is the Summary of Actions taken based on the discussion at the 1260th meeting of the BOR on 24 September 2010 submitted by the Vice-President for Development:

<table>
<thead>
<tr>
<th>Comment/Recommendation</th>
<th>Action Taken</th>
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<tbody>
<tr>
<td>Regent E.J. Angara: The University should start looking at the Quezon-Laguna Land Grant as originally planned; i.e., to be developed so that it could provide continuing financial support to the University. Land is getting scarcer and before one realizes it, the land could be occupied by informal settlers.</td>
<td>The LGMO is submitting the proposed Land Use Plan for the Sierra Madre Land Grants based on the comments and recommendations made at the 1260th Meeting of the BOR, as well as at the special meeting on 24 September 2010.</td>
</tr>
<tr>
<td>Regent E. J. Angara: The University should start thinking of relocating some units of the University before the informal settlers take over the Land Grant. Moreover, as a result of the new Charter, there is now a need for the university to support itself since government subsidy is diminishing.</td>
<td>In the revision made by the LGMO, the allocated area for the University was increased from the originally proposed 200 hectares to 500 hectares at LLG utilizing all of the area allocated for intensive use zone and some portions of the protection zone (Table 14, page 42).</td>
</tr>
<tr>
<td>Regent E. J. Angara: There is need to commission someone to do the Master Plan (Regent Angara suggested getting Dean Geronimo Manahan). If the Ayala and the Science sites have not been protected 20 years ago, both would have been populated by informal settlers by this time.</td>
<td>The Office of Design and Planning Initiatives (ODPI) under the OVPD has been designated to lead a major program of the current administration, i.e., the preparation of a System-Level Master Development Plan for the Campuses, Landholdings and Land Grants of the University. The project will involve experts in various fields from the various CUs.</td>
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<td>BOR Chair Licuanan: There is need to expand the reach of the project and look at a longer time frame.</td>
<td>The project scope and contextual perspectives will be part of the Master Planning exercise to be led by the ODPI.</td>
</tr>
<tr>
<td>Regent E.J. Angara: UP Manila is sitting on valuable real estate. If they sell the property and then move to the Quezon Land Grant, they could finance the infrastructure development of a new campus.</td>
<td>The OVPD/ODPI will coordinate with the various CUs and stakeholders the action plans and development components of the Master Plan and local Land Use Plans. Selling of the property may not be an option under the new UP Charter.</td>
</tr>
<tr>
<td>Regent Taguiwalo: Defer approval of the Master Plan, taking into account the possibility of future relocation of the campuses.</td>
<td>The Land Use Plan is proposed to be considered and approved by the BOR at this time, even as the greater Master Planning exercise is being programmed, budgeted and executed by the System Administration, inasmuch as various proponents have already been expressing interest in developing specific parcels of the Sierra Madre Property. With the approval of the Land Use Plan, the project Terms of Reference could be formulated and again presented to the BOR for approval. The initial approvals of the Land Use Plan and specific TORs will enable the University to consider and evaluate certain opportunities for possible resource generation and optimal utilization of UP properties. The Land Use Plan components will of course be subject to validation and adjustment as the greater Master Plan is formulated.</td>
</tr>
<tr>
<td>President Roman: The PNOC and the Phil-Korea studies focus on the Makiling Forest Reserve. The two groups would study what can be done and what projects can be undertaken.</td>
<td>The PNOC-DMC and the PhilKorea engagements with UP for pre-feasibility studies are ongoing, in coordination with the Sierra Madre LGMO, UPLB and the ODPI.</td>
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<td>President Roman: The PNOC and the Phil-Korea studies focus on the Makiling Forest Reserve. The two groups would study what can be done and what projects can be undertaken.</td>
<td>The PNOC-DMC and the Phil-Korea studies are ongoing, in coordination with the Sierra Madre LGMO, UPLB and the ODPI.</td>
</tr>
<tr>
<td>Regent Taguiwalo: The Sierra Madre provides a very large area of UP property. She requested for a special meeting to be held for this purpose.</td>
<td>A special meeting with select members of the BOR was held on 13 October 2010 to clarify specific components of the proposed plan. The Land Use Plan is now being submitted for consideration of the BOR based, in part, on inputs gathered from this meeting.</td>
</tr>
<tr>
<td>President Roman: UP has many land grants. It would be better if all of these land grants could be studied. At the moment, these land grants are expense items for the University. UP pays for reforestation; for security services, etc. They are not at all income-generating projects.</td>
<td>The ODPI has been tasked to lead and oversee all studies pertaining to the University’s land assets, in coordination with the CUs and stakeholders concerned. The ODPI has suggested incorporating regional perspectives wherever appropriate.</td>
</tr>
<tr>
<td>VP Sarthou: What is being proposed does not preclude such move of relocating the campuses to Sierra Madre. There really is a need for a Plan to guide initiatives that are being done relative to this particular area.</td>
<td>This is part of the mandate of the ODPI vis-à-vis the Master Planning project.</td>
</tr>
<tr>
<td>Regent E.J. Angara: The relocation is long-term but the immediate goal is to set up a Master Plan for all the assets of the University so that the latter could earmark what purpose would be for Makiling and what would be for the Quezon Land Grants. The Master Plan would guide the University in developing and generating resources from now on.</td>
<td>The ODPI has adopted this as among the primary objectives of the UP System Master Development Plan.</td>
</tr>
<tr>
<td>President Roman: Specific projects to be undertaken under the Master Plan would still need to go to the Board.</td>
<td>As a matter of policy all specific project Terms of Reference (TORs) shall have reference to BOR-approved Master Development and applicable Land Use Plan(s), and shall be presented to the BOR for approval for implementation in accordance with Government Procurement Regulations.</td>
</tr>
<tr>
<td>Regent Taguiwalo: Requested for deferment of Board action on this item so that the Board could understand what the Development Plan is; she requested the VP for Development for a special meeting where the Regents could be briefed on the proposal.</td>
<td>Regent Taguiwalo was among those present in the special meeting held on 13 October 2010. The proposed Land Use Plan now being presented to the BOR takes into account the points raised in that meeting.</td>
</tr>
<tr>
<td>Regent E. J. Angara: Supported the suggestion of the Faculty Regent that BOR action on the proposal be deferred and the VP for Development schedule a special briefing session. The BOR should assign a Master Planner who could sit down with the OVPD and start working on the preliminary studies.</td>
<td>The Master Planning Project has been assigned as a major undertaking of the Office of Design and Planning Initiatives (ODPI) under the Office of the Vice-President for Development (OVPD).</td>
</tr>
<tr>
<td>VP Sarthou: A Master Plan could take time before it could be completed. What is being presented is just a statement of vision as far as the move towards the development of the Sierra Madre Land Grant is concerned.</td>
<td>The Land Use Plan is being proposed for approval by the BOR, even as the System Master Plan is being formulated. This will enable the University to consider (based on initial approvals of the Land Use Plan and TORs) proposals for specific project areas now being received from prospective developers.</td>
</tr>
<tr>
<td>Regent E. J. Angara: The Board should not approve anything until there is the Master Plan of what the University could do. An inventory of all the University’s assets should be given to the Master Planner (e.g., Arch. Manahan) who would be asked to submit a proposal on what to do with all these landholdings. This is how master planning is done and is a sensible and reasonable way to approach asset management.</td>
<td>The System Master Plan will be used to validate the various local Land Use Plans, which will in turn be adjusted or modified accordingly.</td>
</tr>
<tr>
<td>President Roman: Requested that VP Sarthou sit down with the Regents and that the proposal be presented anew to the BOR in its next meeting.</td>
<td>The proposal was presented in a special meeting with the Regents on 13 October 2010. The proposed Land Use Plan addresses the comments raised in the 1260th BOR meeting and in the special meeting.</td>
</tr>
</tbody>
</table>
During the special meeting of the BOR held on 13 October 2010 to discuss the planned revision for the Sierra Madre Development Plan Report, Faculty Regent Taguiwalo proposed that the Community Development Component should be presented as a separate detailed program. She further requested that a Land Use Plan be prepared giving focus on the various specific projects to be undertaken and that the financial analysis be revised accordingly.

The Development Plan as revised is based on the comments of the BOR. The component on Community Development was taken out of the program and is being further studied to be presented as a standalone program. All relevant maps were revised to show actual area available for the various specific projects that can be considered in developing and generating resources for the Sierra Madre Land Grants. The financial analysis was revised accordingly.

(The copy of the Sustainable Management and Development Plan for the Sierra Madre Land Grants is on file at the OSU Record Section.)

**Board action:** Approval subject to further comments from Regent Senator Angara and Student Regent Conti

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### On Improving the Bar Examination Passing Rate

Regent Albarracin inquired if the Vice-President for Academic Affairs could make an annual report to the Board on the performance in the Board Exams of the professional schools in all the Constituent Universities in order to see how they are faring.

President Pascual said that the Board Exam passing rate is also his concern. He mentioned that the results of the recent board exams are quite good: 100% passing in Nursing and Pharmacy and UP Mindanao graduates of BS Architecture passed the examination as well. He said that the administration will continue to work towards the direction of topping the professional licensure exams and will monitor the passing rate. The information will be shared with the Board of Regents.

President Pascual added that his administration would take advantage of mileage out of good performance. He footnoted the discussion by saying that not everybody in the academic community of UP believes that the Board Exam is a major concern. He personally believes that the University should aim for a 100% passing rate to be able to claim that UP is the best in the country.

Regent Puno said that the Board agrees that there should be no over emphasis on the performance of graduates in bar examinations. Nonetheless, he believes that performance in the bar examination is a reflection on the college, i.e., in the bar examinations, the UP College of Law ranked number four and is about to be overtaken by Ateneo De Davao. According to Regent Puno, this present ranking of the UP College of Law is a source of concern on the part of the alumni of the College of Law. He added that in the Supreme Court, the Justices give more preference to the law graduates of Ateneo rather than UP because of UP’s poor performance in the Bar Examination.

Student Regent Conti asked whether the Regent was simply asking that the Board be informed of the Schools’/Colleges’ performance in licensure examinations, or was he recommending that courses of action be taken to improve the passing rates.

Regent Albarracin said that the matter should be left to the President to instruct the head of the units to do something with their performance in the licensure examinations.

President Pascual said that the responsibility of improving performance in the licensure examinations would be given to the respective Deans.

Student Regent Conti informed the Board that in the past two (2) years, the College of Law has been implementing the Professional Enhancement Program. This is on top of the Law Center private review classes. She said that this year, the Bar Operations Committee is focusing on mock Bar Exams.

President Pascual asked Dean Danilo Concepcion if the College of Law has formulated a specific plan to improve the passing rate in the Bar Examinations.

Dean Concepcion said that in the last Bar Examinations the passing rate has gone down to 79.85%. The College is currently in the process of identifying the reasons why the performance has gone down. The following are some of the reasons identified:

1. The admission process which he thinks needs to be improved if not totally overhauled. It has been observed that many of the students who were not admitted to the college and enrolled in Ateneo were among those who performed very well in the Bar Examination;

2. Recruitment of faculty members. Many of the graduates are engaged in private practice and it is difficult for them to devote time to handle courses in the College;
(3) There is a need to invest heavily on faculty development. It was observed that many of the College’s full-time faculty members have incurred many absences because they are busy in their limited practice of profession to augment their income. There is a need to do something about the compensation of the faculty members in the College of Law for it to be comparable with the income of its counterparts in the practice. Dean Concepcion added that the P100 Million Endowment Fund given by Senator Franklin Drilon will partly address the problem; and

(4) The curriculum of the College of Law needs revision in order to be at par with its counterparts in other countries and to prepare students for global practice. There is a need to introduce new courses in the curriculum and remove from the basic core curriculum some subjects which used to be considered as core subjects. Dean Concepcion added that the coverage of the Bar Examination has not changed.

Dean Concepcion said that based on the College’s analysis, the students’ performance has declined in the three (3) major courses: Remedial Law, Criminal Law and Commercial Law, and Arbitration.

President Pascual reiterated the question on whether the College of Law is exerting leadership in updating the Bar Examination for it to conform with the University’s concept of what should be taught in the College of Law.

Dean Concepcion, in response to the question, explained that there is an association of law schools called the Philippine Association of Law Schools which is composed of Deans of the Colleges of Law. The organization has the biggest influence in reforming the coverage of the Bar Examination. He said that the College should take a lead in the organization and make it a priority of the organization to look at how the Bar Examination coverage could be reformed. Unfortunately, the former Deans of the College of Law have not been active in the said organization. Dean Concepcion added that, in his last meeting with the organization he already proposed a review of the Bar Examination coverage.

President Pascual asked if Dean Concepcion would be taking an active role in the Association. The Dean answered in the affirmative and said that he would try to lead the Association in the next election.

Regent Puno said that the problem of the College of Law is very difficult and multi-dimensional. He knows that the College has been addressing these problems but there is not much progress. Regent Puno added that one factor that is always being cited is the lack of faculty members. He noted that in the Agenda, there are about thirteen (13) Professors from the College of Law (at the very least septuagenarians) whose term will be extended because there are no professors who could take their place. He also noted that the common justification for extending their term is that, ten (10) of the regular faculty members are given administrative duties and functions. Hence, their talent in teaching the different subjects in the College of Law could not be harnessed. According to Regent Puno there is a shortage of faculty members.

In response to the concern raised by Regent Puno, President Pascual said that the extension of faculty appointment beyond compulsory retirement age of 65 is also a concern which he discussed with his Executive Staff. He said that he is examining the profile of the faculty because when the senior faculty members retire, there is no one to assume the vacancy. The solution, he said, is not readily evident in terms of being able to find a full-time faculty.

With regard to the issue of administrative duties of faculty members, this is happening because it has been a practice to appoint faculty members as administrators. President Pascual said that the reason why the University could not get administrators from outside to spend their career in UP has to do with the compensation scheme.

Dean Concepcion said that in the case of the College of Law, administrative duties are given to regular faculty members to augment their take-home pay.

Regent Puno thinks that if the practice of appointing faculty members as administrators is being done to augment the salaries of faculty members, the adverse effect is now obvious. His position is to address the problem by giving these regular faculty members less administrative duties because being administrators is not their expertise.

Dean Concepcion explained that the reason why it is the College’s policy that administrators should be regular faculty members, is due to the fact that there would be distortion in their organization when a faculty member who is supposed to be higher in rank would be receiving lower compensation than he/she would in a non-academic holding position in an academic institution.

Regent Puno pointed out the following adverse effects of the current practice: (1) the faculty members do not have sufficient time to teach; and (2) they are not performing excellently in their administrative duties. He said the UP Law Center before was the premier law center but that is no longer its stature now. Other government agencies would now go to Congress to do research. Regent Puno added that the pernicious effect of the practice is seen and distortion in the organization is a real problem that needs to be addressed. He asked how organizational distortion is being addressed and if there is a program to minimize the distortion.

In response to Regent Puno, Dean Concepcion said that the Faculty Development Fund is most likely the answer to the compensation problem because the compensation of regular faculty members can be increased without giving them additional administrative work.
Regent Albarracin articulated that his reason for supporting Dean Concepcion is his deep concern on the performance of the College of Law graduates in the Bar Examinations. Thus, he looks forward to the Bar Exam results. In the case of faculty compensation, Regent Albarracin thinks that other Senators should also offer financial support to the College of Law like what Senator Drilon did.

Dean Concepcion said that Senator Angara committed to raise P200 Million for the Faculty Development Fund.

Update on the Case of Mr. Florendo Sambrano

Regent Puno updated the Board on the case of Mr. Florendo Sambrano. He said that the Regents’ Committee met for the second time in order to review the original records of the case which were not presented in its first meeting. In the second meeting, they looked at the different issues raised by the respondent. In the appeal, the Committee noted that Mr. Sambrano raised one defense which is in fact his principal defense on why there was a delay in the submission of the different fuel reports.

Mr. Sambrano’s defense was that he did not submit the monthly fuel allowance reports because there were differences in the computation of the price of fuel, and according to him, he reported this matter to his superiors but his protestation was not heard by these authorities. The committee that tried Mr. Sambrano treated the issue as an issue that would involve question of facts. This requires a full-dress hearing to address certain aspects of Mr. Sambrano’s defense.

The Regents’ Committee recommended the remand of the case to the Chancellor of UP Los Baños with a directive to reconvene the Administrative Disciplinary Tribunal (ADT), or, if not possible, to reconstitute an ADT for the purpose of conducting hearings on the defense of Mr. Sambrano that he did not submit monthly fuel allowance reports. The UP Los Baños Chancellor is further directed to submit within thirty (30) days a report to the Regents’ Committee containing the results of the hearings of the ADT and his recommendations thereon.

Regent Puno submitted to the Board a written report of the University Legal Counsel, the Deputy General Counsel and the Vice-President for Legal Affairs which the Regents’ Committee members concurred with.

(Please see Appendix 1 for the copy of the report.)

UPDATE: On 26 July 2011 the Secretary of the University and of the Board of Regents, Dr. Lilian A. De Las Llagas wrote UP Los Baños Chancellor, Dr. Luis Rey I. Velasco informing him of the decision of the Board on the case of Mr. Sambrano.

Concerns raised by Staff Regent Ebosate

1. On the Grant of Hazard Pay to UP Los Baños Forest Guards and to Other Similarly-Situated UP Employees

Staff Regent Ebosate raised the concern of granting hazard pay to all employees in hazardous situations as prescribed in the general auditing and accounting manual.

President Pascual asked if the concern of Staff Regent Ebosate is for employees in the University across the campuses.

Staff Regent Ebosate replied in the affirmative. He said all similarly-situated employees should be given hazard pay in addition to the Forest Guards of UP Los Baños. Included in the classification of employees that may be covered by Hazard Pay are those in isolated stations, i.e. the employees in the research station in Aklan who spend P100 each every time they withdraw their salaries in the capital town. He said that the previous Board approved the payment of their additional transportation expense but it was not implemented. Regent Ebosate thinks that the grant of hazard pay is more beneficial to the employees stationed in Aklan.

President Pascual said that there is a need to secure a DND Certification that tells if a job is entitled to a hazard pay. The Board, with its institutional autonomy, can decide which positions would be entitled to Hazard pay. President Pascual requested Regent Ebosate to provide a recommendation that the administration could use to determine which positions could be considered for hazard pay.

Staff Regent Ebosate promised to submit a recommendation to the President.

2. On the Proposed “Service Recognition Pay” (Additional 10-days sick leave) Benefit for the Administrative Staff and REPS
President Pascual requested Vice-President for Administration, Prof. Maragtas S.V. Amante to update the Board on the status of the Proposed “Service Recognition Pay” (additional 10-days Sick Leave) Benefit.

Vice-President Amante informed the Board that the Committee to Review Compensation had a meeting last 18 July 2011. He said that there is already a final estimate of the cost of the benefits based on the 1 April 2011 approval in principle of the 10-days additional sick leave for administrative staff and REPS. According to Vice-President Amante, the Union leaders who were represented in the meeting and the administration had agreed to work together to identify efficiencies in utilities management and other possible sources in order to fund the recurring cost of the approved benefit for the next several years. Vice-President Amante said that the estimated amount needed to pay the retirees from the administrative staff and REPS for the year 2011 is P25 Million across the various CUs. This information will be communicated to the various Chancellors in the next President’s Advisory Council (PAC) meeting so they would know how much they should prepare and how to source funds to pay the additional 10-days sick leave benefits. Furthermore, he said that the draft guidelines patterned after the faculty sick leave benefits were also discussed and circulated. President Pascual shared with the Board the following information:

a. Regarding the case of the faculty sick leave benefit which was approved by the Board, the figures submitted to the Board turned out to be a big understatement. This is why the administration is now careful in the computation of the additional benefit for the administrative staff and REPS.

b. The Commission on Audit (COA) has an issue with respect to the additional benefit given to the faculty which is now being copied for the administrative staff and REPS.

Vice-President Amante briefed the Board on the current status of the concern raised by COA as regards to the grant of additional sick leave benefit to the faculty. He said that COA is looking for the guidelines on how the benefit is being computed and how it is being given to the faculty since the 10-day additional sick leave was approved by the Board in 2007 and the additional 5-days was approved in 2010 while the revised UP Charter came in 2008. Vice-President Amante said that Chancellor Saloma, with the help of the Legal Office has already replied to the questions raised by COA by saying that the grant of the benefit to the faculty is within the power of the Board and that there are consents of continuity in the exercise of such benefit. Vice-President Amante added that he is optimistic that the issue with the Diliman COA would be resolved soon after the exit conference with COA. The Board will have to show that there is continuity in the exercise of the power of the Board to grant the leave benefits which are very explicitly provided for in the Powers of the Board under the new UP Charter. He also found out that UP Manila and UP Los Baños COAs did not raise the same issue that the Diliman COA is raising.

President Pascual asked if the benefit given to the faculty which is being questioned by COA would not be a constraint in the approval of the grant of the 10-day additional sick leave for administrative staff and REPS. Vice-President Amante said that it would not be a constraint. Regent Tiongco said that because of the experience the system had with the faculty benefit, the grant of the compensation benefit for the staff should be studied well by the Chancellors because they would be the ones who would source the fund to pay the additional 10-days sick leave (Service Recognition Pay) for the administrative staff and REPS. Regent Puno sought clarification if COA’s lone basis for objection is the lack of rules and regulations in the grant of the benefit. Vice-President Amante replied in the affirmative and said that he would double-check this but to his understanding the major COA issues are the guidelines and the computation of benefits. Regent Puno asked if the right to grant the benefit is being questioned by COA. Vice-President Amante said that the right to grant is not being questioned by COA because COA recognizes that even before the signing of the 2008 UP Charter the Board has been granting such type of benefits. Regent Puno asked if COA concedes that the benefit being given is a right that is properly exercised by the Board and there is no problem with legality. Vice-President Amante replied in the affirmative on the clarification of Regent Puno. With respect to the point raised by Regent Tiongco to inform the Chancellors, Vice-President Amante said that the Executive Staff would be discussing the details and guidelines in its upcoming meeting. Then the PAC would discuss the guidelines and the amount that each CU would need to fund the payment of the benefit.

Regent Puno said that he wanted to get assurance that the legality of granting the benefit is in order because if not, all expenses regarding the benefit maybe disallowed. If there are litigations, the authorities of UP, including the members of the Board, might be required to reimburse these disallowances. Vice-President Amante assured Regent Puno that he would ensure the legality of the grant of the benefits.
Staff Regent Ebesate sought clarification on which committee would handle the matter. He recalled that in the previous meeting of the Board, the proposal was referred to the Regents’ Finance Committee to study the details of the proposal. However, it was taken up by the Regents’ Committee on Compensation Benefits as well.

In response to the query of Staff Regent Ebesate, Regent Tiongco said that both Committees need to study the proposal to determine the amount to be given, manner of payment, and the source of the fund.

Staff Regent Ebesate requested if it is possible to have the clarifications on the proposal in the next Board meeting.

President Pascual said that the administration would try to firm up/polish the proposal but the fund is really the problem.

Regent Tiongco reiterated that it was agreed upon with the Union that the matter would be taken one step at a time and the administration would source funds needed to pay the 2011 retirees. She added that once the Chancellors are able to identify the source of fund, the proposal could be implemented.

Regent Ebesate said that the Union has already agreed that it would help the Administration in determining savings and identifying cost-cutting measures in utilities.

Regent Tiongco stressed that it was pointed out to the Union that there is a need for the entire University to help one another to save on utilities.

President Pascual said that the approval in principle of the proposal for additional benefit for administrative staff and REPS was in concept. The number of days needs to be determined subject to availability of funds.

Vice-President Amante clarified that the Board approved in principle the grant of 10-days additional sick leave benefits for the administrative staff and REPS. The various numbers being proposed are payment options subject to availability of funds.

Regent Albarracin requested information on the leave privileges of faculty as compared with the leave privileges of the administrative staff and REPS.

Vice-President Amante explained that in the previous Board meeting, there was a discussion on the leave benefits of the faculty compared with the leave benefits of the administrative staff and REPS.

President Pascual instructed Vice-President Amante to consolidate the necessary data and provide the Board a matrix of leave benefits as requested by Regent Albarracin.

REPORTS FOR INFORMATION OF THE BOARD

REPORT OF THE PRESIDENT

Initiatives and Activities of the President

Hereunder is the report of President Pascual:

“UP PRESIDENT’S REPORT TO THE
BOARD OF REGENTS
3 June - 24 July 2011

A. TRAVEL ABROAD

I went on a BOR-approved trip from 26 June to 12 July that brought me to (1) Rome where I attended an orientation program for new members of the Board of Trustees of IRRI and other international agricultural research centers under the Consultative Group on International Agricultural Research (CGIAR) system; and (2) East Coast of the United States where I attended the UP Medical Alumni Society in America (UPTMSA) annual grand convention, met with other alumni groups, and visited the National Institutes of Health. In between these two official legs of my trip, I had a stopover in Madrid.

CGIAR Orientation Program, Rome, 26-30 June 2011

• As a new member of the Board of Trustees of IRRI, I was invited to attend this orientation program. There were 29 participants. The program covered two main themes: (1) the ongoing reform and restructuring of the CGIAR system; and (2) good governance principles (role of the board and of the board member).
The CGIAR system reform aims to enhance the individual and collective contribution of the 15 international agricultural research centers under the system to the achievement of the CGIAR vision. The reform involves, among others, harmonization of approach to funding and research agenda, collaboration within the overall CGIAR and with external stakeholders, and effective governance and efficient operations.

Although most of the discussions were in the context of the CGIAR system, I found the principles, processes, and approaches presented to have relevance to UP as a system of constituent universities. What I learned in the program have reinforced my own thinking about the need, and the ways, to strengthen the system structure of the University, enhance the relevance of its teaching and research programs, and improve the cost-efficiency of the UP system and its constituent units.

Trip to the East Coast, USA, 6-11 July 2011

While it was primarily UPMASA’s invitation to their 26th annual grand convention that brought me to the East Coast of the US, the trip afforded me the opportunity to meet and address two other alumni groups: the UPAA-DCMDVA (DC, Maryland, Virginia) and the UPAA-NJ (New Jersey). Together with three other UP officials attending the UPMASA convention, I also took time out to visit the National Institutes of Health in Washington, DC, to explore research funding and other opportunities for collaboration. During these various occasions, I got to meet old UP friends and acquaintances, as well as several other individual alumni who are in a position to provide support to UP. I also signed a Deed of Donation for a dormitory in UP Manila and a framework agreement on a scholarship program.

UPMASA 26th Annual Grand Convention. It was primarily UPMASA’s invitation to their annual grand convention that brought me to the East Coast of the US. This year’s 5-day convention was held on 6-10 July at the Gaylord National Convention Center in National Harbor, Maryland, with more than 300 members attending. During the convention, I gave a speech on 5 occasions: the meeting of the Board of Governors, the business luncheon of the general membership, the respective meetings of the alumni association of the two UP College of Medicine fraternities/sororities (Phi and Mu), and the gala night. My speeches centered on the vision I have for UP and the role our alumni can play. Understandably, the PGH and the College of Medicine are UPMASA’s favorite beneficiaries for their donations, but I tried to encourage their individual members to consider supporting the University as a whole. I pointed out the need to assist colleges whose alumni tend to pursue missionary-type careers (teachers, social workers, etc.).

Phi donation for a dormitory in UP Manila. Phi House Corporation formalized its donation of P17.5 million representing half of the P35 million needed to construct a 6-storey student dormitory for UP Manila (not exclusive for medicine students). UP Manila will fund the other half. The Deed of Donation was signed on 9 July by me and Dr. Emmanuel Lat, President of the Phi House Corporation. The dormitory will be named “UP Manila Phi Residence Hall” as allowed under current UP policy on naming rights.

Upsilon Sigma Phi North America (USPNA) scholarship program. The framework for a scholarship program was signed by me on 6 July 2011 with USPNA President, Engr. Graciano Lopez. Scholars under the program will be selected from the top 100 UPCAT passers enrolling in UP Diliman and UP Los Banos. I know we already have the Oblation Scholarships for the top 50 UPCAT qualifiers. However, not all slots are filled up as some candidates opt to go to other schools, presumably lured by, among other things, a more liberal financial package. I hope the USPNA scholarship program could help entice our top qualifiers to choose UP instead.

National Institutes of Health (NIH). I visited NIH on 7 July accompanied by Philippine Genome Center Executive Director (Dr. Carmencita Padilla), UP Manila Vice Chancellor for Planning and Development (Dr. Zorayda Leopando), and College of Medicine Dean (Dr. Alberto Roxas). Our meetings at NIH were arranged by UP College of Medicine alumnus Dr. Francisco Sy, Director of Extramural Activities and Scientific Programs at the National Center on Minority Health and Health Disparities of NIH. We met with the NIH Principal Deputy Director (Dr. Lawrence Tabak), the National Library of Medicine, the Fogarty International Center, and a group of NIH-based Filipino scientists, most of whom are members of the Philippine American Academy of Scientists and Engineers (PAASE). In our discussions, the following opportunities in training and research were identified:

- UP doctoral students going to NIH for 2-3 years to do their thesis or dissertation;
- Young UP faculty members going to NIH as visiting research fellow within 5 years of earning a PhD;
o UP faculty members (PhD holders) going to NIH as visiting scientists for post-doc research and training;
o International research awards for UP scientists working in collaboration with US-based universities or scientists (e.g., USD 4 million award for the research of Dr. Gisela Concepcion on marine mollusks);
o Training for UP personnel in technology licensing and intellectual property protection, an area for which NIH has a large unit; and
o Training workshops on grants for proposal writing.

• For these training and research possibilities, grant funding is available from NIH and a framework agreement may be signed by and between NIH and UP. Fogarty International Center will send UP a template for such an agreement.

• We also met with a group of Filipino scientists in NIH who committed to spare time for mentoring UP researchers in writing research grant proposals for submission to international institutions like NIH.

• UPAA-DCMDVA (DC, Maryland, Virginia). Active alumni chapter, UPAA-DCMDVA hosted a potluck dinner reception for me on 8 July in the house of a member. More than 50 alumni came. My after-dinner talk and the open forum lasted for about 3 hours. At the reception I met a former classmate in BS Chemistry, Dr. Sally Estella O’Connor, who is now Program Director in the National Science Foundation (NSF). She informed me about research funding opportunities from NSF and committed her support for UP’s research efforts. I also found out there that an alumnus I know is now working at the Gates Foundation. Another alumnus from NSF at the reception was Dr. Teofilo Abrajano, Head of Surface Earth Processes Section. He also offered to help identify research and training opportunities for UP. To start with, he asked that we nominate a UP faculty member to an upcoming workshop on the state of the art in marine hydrokinetic energy.

• UPAA-NJ (New Jersey). This alumni chapter organized a dinner reception for me on 10 July at Hilton Woodbridge Hotel, South Iselin, New Jersey. The group is currently headed by nursing graduate Ms. Leonila Navarro-Mariazeta, who took the occasion to present to me a check for USD 1,000 to add to their existing USD 18,000 fund for faculty grant being managed by the UP Foundation, Inc. They are aiming to upgrade this to a professorial chair through additional donations in the future. Attending the event as well as the 20th President of Seton Hall University Dr. A. Gabriel Esteban, who has MBA and BS in Mathematics degrees from UP. I spent about an hour addressing the audience of more than 60 alumni and answering their questions.

B. DEVELOPMENT PROJECTS

East Campus Development Project

• Representing UP, I signed the Lease Contract over the 7.4-hectare East Campus (UPIS site) in a simple ceremony held on 22 June 2011 at the BOR Room. The lease was in favor of Ayala Land, Inc. (ALI) which was represented by its President Antonino T. Aquino and Vice-President Maria Corazon G. Dizon in the signing.

• The award of the lease to ALI was earlier approved by the BOR in December 2010 following a successful competitive bidding process.

Automated Guideway Transit (AGT) System

• On 18 July 2011, with BOR Chair Patricia Licuanan and Regent Magdaleno Albarracin in attendance, DOST Secretary Mario G. Montes and I signed the Memorandum of Agreement for the construction of a pair of prototype AGT coaches and a 500-meter test track, which will run from the area just across the road from the CHED building towards the direction of the College of Fine Arts and the Office of the Campus Architect (Coral Building).

• These coaches and track will be used for testing the AGT design and provide the basis for determining the feasibility of the AGT as a mass transport system for the UP Diliman campus and eventually for Metro Manila and other urban areas in the country.
UP Professional Schools at Fort Bonifacio Global City

• On 19 July 2011, again, at the BOR Room and with Senator Franklin Drilon and BCDA Chair Felicito Payumo gracing the event, BCDA President & CEO Paciano D. Casanova and I signed the Memorandum of Agreement with Deed of Conveyance under which BCDA donated to UP a 4,300 sq.m. lot at the Fort Bonifacio Global City. This lot will be the site of the UP Professional Schools campus for post-graduate courses from the College of Law, School of Statistics, College of Engineering, College of Business Administration, and the Open University.

• The change from lease to donation in the mode of conveyance of the lot to UP was facilitated by Senator Drilon, who also gave PHP 100 million from his PDAF to partly finance the PHP 400 million building construction cost. Senator Angara is taking care of raising the balance of the funding requirement from other donors.

UP Cebu’s Proposed Graduate Program Building on the Cebu Reclamation Area

• I decided to cancel this building project as originally planned on the 51,372-square meter lot which was donated to UP by Cebu City from out of the latter’s South Road Property (SRP). The donation was made on 24 March 2009 with then Mayor Tomas Osmeña at the helm.

• The proposed building was planned to be constructed on an interim site which was not in accordance with the Master Development Plan of the campus and which would necessitate its demolition within a few years. It was being constructed just to meet a condition in the donation that UP must be able to accomplish its undertakings within 3 years from the date of execution of the Deed of Donation or the donation is automatically rescinded.

• Following my decision to cancel the project, I proceeded to (a) inform R.M. Mondares (the winning bidder for constructing the building) on 29 June 2011 that practical and financial considerations had forced the University to change the design of the project and is therefore no longer proceeding with its construction as bidded out, and (2) seek from the City Government of Cebu through the new Mayor, Michael Rama, for an extension of one year of the condition period to allow UP time to implement a more comprehensive development of its SRP lot. A system-level team is now preparing a new design of the building to be constructed on a site consistent with the Master Development Plan.

UP Cebu’s BOT Project on its Lahug Property

• I decided not to sign the proposed BOT Agreement with the lone bidder (Duros Development Corporation) for the development of a part of the Lahug property of UP Cebu. It was found that the bidding was not in compliance with the Terms of Reference (TOR) approved by the BOR for the project on two counts:

   1) The BOR-approved TOR provides for the development of 3.2 hectares. On the contrary, the winning bid was for a reduced area of 2.2 hectares. We have not seen in the records the corresponding amendment of the TOR approved by the BOR.

   2) The BOR-approved TOR provides for the payment of periodic rentals as the consideration for the use of the UP property. On the contrary, the winning bid provides for compensation in the form of buildings.

• Citing the above findings, the Vice-President for Legal Affairs sent the Dean of UP Cebu a letter dated 10 May 2011 informing him that his office cannot recommend to the President the approval of the BOT Agreement or its execution.

Informal Settlers in UP Diliman and Securing UP Properties in Quezon City

• Quezon City Mayor Herbert Bautista under Executive Order No. 10 issued on 6 May 2011 (a copy of which we got only recently) has created the “Task Force University of the Philippines and Its Surrounding Communities” with the following functions:

   2.1 Study the real property issues attendant to the formation of the UP Campus at Diliman;
   2.2 Study and evaluate the claims of Barangays San Vicente, Krus na Ligas, Botocan and Culiat on their respective geographic area;
2.3 Study and recommend basis for establishing legal boundaries of these Barangays vis a vis the UP campus;
2.4 Study the new UP Charter, and recommend viable deal structures favorable to both UP and the occupant-residents of the area, with the end in view of resolving possessory or ownership claims of these occupant-residents, and for UP to achieve or attain favorable closure on a significant number of informal settler problems;
2.5 Prepare all legal and all other documents required, in relation to its recommendation for the consideration of the Mayor and the University of the Philippines Board of Regents.”

• To serve as UP counterpart to the Mayor’s task force, I have created a UP Legal Team of four members.

C. SIGNIFICANT EVENTS

Filipino IT for Election (FIT4E) Conference

• I delivered a keynote address at this whole-day conference organized by the AES Watch (the election watch coalition of which I was lead convener) and held on 13 June 2011 at the GT Toyota Auditorium of the Asian Center. Many of the participants were IT experts and others who were involved in the monitoring and assessment of the automated elections of May 2010. Also attending were the COMELEC chair and commissioners. The conference launched the national search for technology excellence in poll automation.

• Together with De la Salle University’s College of Computer Studies, I hosted a cocktail reception at the Executive House for the conference’s organizers and key participants.

UP Celebrations for Rizal’s 150th Birth Anniversary

• The UP constituent universities had separate commemorative celebrations. There were exhibits, stage plays, and conferences to name a few. In UP Diliman, I addressed an international conference entitled “Rizal in the 21st Century: Local and Global Perspectives” which was held from 22 to 24 June at the GT-Toyota Auditorium of the Asian Center. The three (3)-day conference featured an impressive lineup of speakers including those from Europe and other Asian countries.

• I tendered a dinner in honor of these speakers and the descendants of the sisters of Rizal who were well represented during the event.

UAAP Season 74

• UAAP Season 74 hosted by the Ateneo de Manila University kicked off in July. The UP’s men’s basketball team won its first game versus the University of the East, but lost the next two (against National University and De la Salle University). The power of men’s basketball to rekindle alumni interest in UP was demonstrated when the rare victory of our team aroused enthusiasm among many of our alumni.

UPAA Distinguished Alumni Awards

• The top award for this year was conferred on Philippine Vice-President Jejomar C. Binay. Following tradition, I tendered a dinner reception in honor of all the awardees. This was held on 23 June at the Executive House.

• During the event, we also gave recognition to two young alumni achievers this year: Ms. Shamcey G. Supsup, 2008 BS in Architecture (magna cum laude) who won as Bb. Pilipinas Universe, and Mr. John Gabriel P. Pelias, 2011 BS in Mathematics (summa cum laude).

• The formal awarding was made during the General Alumni and Faculty Homecoming held on 25 June at Ang Bahay ng Alumni, which is now airconditioned.
UP Alumni Council Meeting

- I was the keynote speaker in this year’s Alumni Council Meeting held on 24 June at Ang Bahay ng Alumni. The theme was “Kailangan talagang harapin ang bagong hamon”. In my speech, I highlighted the key challenges faced by UP and explained my plans and programs for addressing these challenges.

ProSPER.Net-SCOPUS Young Scientist Awards

- UP Diliman hosted for the first time the conference of ProSPER.Net (Promotion of Sustainability in Postgraduate Education and Research Network) – an academic network of 19 prestigious universities in the Asia-Pacific Region – which includes Universiti Sains Malaysia, Yonsei University in Korea, Royal Melbourne Institute of Technology in Australia, etc. The alliance is under the auspices of the United Nations University Institute of Advanced Studies (UNU-IAS) based in Tokyo. UP is the only member university from the Philippines.

- I hosted a dinner reception for the participants on 13 July, in which I presented the ProSPER.NET-SCOPUS Young Scientist Awards together with Mr. Christoph Elineau of the German Ministry of Education.”

Delegated Authority Subject to Information of the Board

Academic Calendar for AY 2011-2012 for the Master of Science in Regional Development Planning (MSRDP) Program of the School of Urban and Regional Planning, UP Diliman

The School of Urban and Regional Planning and SPRING Center of Technische Universitat Dortmund (TU Dortmund) in Germany jointly implement this program.

The calendar’s First Semester starts from September to January; Second Semester from February to June and Summer from July to August. The SPRING-Asia Calendar was first approved by the UP Board of Regents on 18 September 2008 for AY 2008-2009.

The President approved the Calendar on 7 June 2011 by virtue of the authority given him by the Board of Regents.

Board action: NOTATION.

DEED OF DONATION AND ACCEPTANCE

Deed of Donation and Acceptance between the UP Diliman and the following Donors:

a) Dean Adelaida V. Mayo
   Donation: Two (2) pcs. Artworks/Frames amounting to PhP2,499.50

b) UP Home Economics Alumni Association
   Donation: 4 units Computer System amounting to PhP93,000.00

c) UP Home Economics Alumni Association
   Donation: 5 sets Computer System Amounting to PhP120,000.00

Beneficiary Unit: College of Home Economics, UP Diliman

Particulars:

For and in consideration of the foregoing and of the high esteem which the Donors hold for the Donee, said Donors do hereby transfer and convey, by way of donation, unto said Donee the absolute ownership of the property described above;

The Donee hereby accepts and acknowledges receipt of these donation made in its favor by the Donors and expresses its appreciation and gratitude of the kind generosity of the Donors and hereby warrants that the
properties donated shall be properly maintained and utilized solely and exclusively for the purpose intended by the Donors.
The Donee shall exercise exclusive and sole ownership of the properties subject to the Deed of Donations.

Date notarized: 16 February 2011

Board action: NOTATION with appreciation.

Deed of Donation and Acceptance between the UP Diliman (Donee) and the Research & Development Foundation of the College of Education, Inc. (Donor)

Donation: 1 unit Toyota Innova Vehicle

Beneficiary Unit: College of Education, UP Diliman

Particulars:

To have and to hold the same unto the Donee the above mentioned motor vehicle, absolutely and forever, for the exclusive use by UP College of Education provided that the expenses covering the gasoline and maintenance of said motor vehicle will be the sole responsibility of the Donee;
The Donee hereby accepts and acknowledges receipt of the donation made in its favor by the Donor and expresses its appreciation and gratitude of the kind generosity of the Donor and hereby warrants that the vehicle donated shall be properly maintained and utilized solely and exclusively for the purpose intended by the Donor.

Date notarized: 16 February 2011

Board action: NOTATION with appreciation.

Deed of Donation between the UP Diliman through the National College of Public Administration and Governance (Donee) and the UP Public Administration Research and Extension Services Foundation, Inc. (Donor)

Donation: 1 unit Brand New Vehicle (as described below)

Make: Toyota
Model: 2011 Innova E (Diesel)
Plate No.: For Registration (RP Vehicle)
Engine No.: 2KD-6764555
Chassis N.: KUN 405046813
Value of Donation: PhP1,000,200.00

Particulars:

The Donor donates a brand new vehicle to the Donee at no cost to the Donee for the use of the National College of Public Administration and Governance.
The Donee accepts the donation.

Date notarized: 8 June 2011

Board action: NOTATION with appreciation.
Contracts/Agreements

(Delegated Authority to President subject to information of the Board [cost not exceeding PhP30 Million Pesos])

Note: These agreements have gone through the standard University processes from the Constituent Universities (CUs) concerned and the University System. In cases where there were irregularities in the processes, the documents were returned for review of or to exact compliance by the concerned.

UP Diliman

Two (2) Construction Agreements between the University of the Philippines and the Reygem Builders (Contractor)

(a) Proposed Renovation of Corridor Gallery and Digital Media Expansion, College of Fine Arts, UP Diliman

Amount of Contract: PhP510,327.44

Period of Contract: Forty Five (45) Calendar Days as specified in the Notice to Proceed issued by the University

Date notarized: 28 March 2011

Board action: NOTATION.

(b) Proposed Completion of Rehabilitation of BML Land-Based Hatchery, UP Marine Science Institute, Bolinao, Pangasinan

Amount of Contract: PhP4,701,751.62

Period of Contract: 120 Calendar Days as specified in the Notice to Proceed issued by the University

Date notarized: 14 February 2011

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

Statement of compliance: Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), University Rules on Delineation of Authority, have been complied with.

Board action: NOTATION.

Construction Agreement between the University of the Philippines and the Jesus Asuncion Builders (Contractor)

Project: Proposed Upgrading of Electrical System at Benitez Hall, College of Education, UP Diliman

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

Amount of Contract: PhP4,643,564.73

Statement of compliance: Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), University Rules on 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: 11 November 2010

Amendment to Construction Agreement between the University of the Philippines and the Jesus Asuncion Builders (Contractor)

Project: Proposed Upgrading of Electrical System at Benitez Hall, College of Education, UP Diliman

Value of Contract: Due to clerical error, paragraph 4 of the Construction Agreement inadvertently incorrectly indicated the contract price to be PhP4,643,564.73. The actual contract price, as correctly indicated in the Notice of Award dated 11 October 2010, is PhP4,634,564.73. The Parties accordingly amended the Construction Agreement dated 11 November 2010 and acknowledged that the actual contract price of the Project was PhP4,634,564.73.

Date notarized: 14 January 2011

Board action: NOTATION.

Three (3) Construction Agreements between the University of the Philippines and the Incore Builders and Development (Contractor)

(a) Proposed Additional Security Fence at International Center and Ilang-Ilang Residence Hall, UP Diliman

Amount of Contract: PhP469,995.00

Period of Contract: Sixty (60) Calendar Days as specified in the Notice to Proceed issued by the University

Date notarized: 19 February 2011

Board action: NOTATION.

(b) Proposed Renovation Works at Math Building 1, National Science Complex, UP Diliman

Amount of Contract: PhP5,850,995.00

Period of Contract: 120 Calendar Days as specified in the Notice to Proceed issued by the University

Date notarized: 19 February 2011

Board action: NOTATION.
(c) Proposed Renovation of the Office of the Vice-Chancellor for Student Affairs, UP Diliman

Amount of Contract: PhP848,995.00

Period of Contract: Sixty (60) Calendar Days as specified in the Notice to Proceed issued by the University

Date notarized: 2 February 2011

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

Statement of compliance: Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), University Rules on Delineation of Authority, have been complied with.

Board action: NOTATION.

Two (2) Construction Agreements between the University of the Philippines and the KB Konstruk Bilding Solusyons (Contractor)

(a) Proposed Re-Roofing and Ceiling Rehabilitation Works, Sampaguita Residence Hall, UP Diliman

Amount of Contract: PhP2,050,980.00

Period of Contract: Ninety (90) Calendar Days as specified in the Notice to Proceed issued by the University

Date notarized: 28 March 2011

Board action: NOTATION.

(b) Proposed MSI Laboratory Animal Facility and Chemical Wastehouse, UP Diliman

Amount of Contract: PhP2,052,354.00

Period of Contract: Sixty (60) Calendar Days as specified in the Notice to Proceed issued by the University

Date notarized: 10 March 2011

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

Statement of compliance: Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), University Rules on Delineation of Authority, have been complied with.

Board action: NOTATION.
Three (3) Construction Agreements between the University of the Philippines and the T.M. Abad Construction (Contractor)

(a) Proposed Site Development of National Science Complex – South Sector

**Amount of Contract:** PhP8,648,357.59

**Period of Contract:** 150 Calendar Days as specified in the Notice to Proceed issued by the University

**Date notarized:** 21 February 2011

**Board action:** NOTATION.

(b) Proposed MSI Landscape Development

**Amount of Contract:** PhP2,488,208.97

**Period of Contract:** Ninety (90) Calendar Days as specified in the Notice to Proceed issued by the University

**Date notarized:** 27 January 2011

**Board action:** NOTATION.

(c) Proposed National Institute of Physics Renovation

**Amount of Contract:** PhP5,029,559.16

**Period of Contract:** 180 Calendar Days as specified in the Notice to Proceed issued by the University

**Date notarized:** 21 February 2011

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

**Statement of compliance:** Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), University Delineation of Authority, have been complied with.

**Board action:** NOTATION.

Two (2) Construction Agreements between the University of the Philippines and the VAJ Construction (Contractor)

(a) Proposed Provision of Spaces, Fire Safety Measures and Cold Storage, at the Marine Science Institute, UP Diliman

**Amount of Contract:** PhP8,584,660.88

**Period of Contract:** Ninety (90) Calendar Days as specified in the Notice to Proceed issued by the University

**Date notarized:** 9 March 2011

**Board action:** NOTATION.
(b) Proposed Re-Waterproofing of Mathematics Building Roof Deck, RC Gutters and Parapets, UP Diliman

Amount of Contract: PhP1,832,391.78

Period of Contract: Sixty (60) 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

Statement of compliance: Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), University Rules on Delineation of Authority, have been complied with.

Date notarized: 21 February 2011

Board action: NOTATION.

Construction Agreement between the University of the Philippines and the Enrivel Construction (Contractor)

Project: Proposed Land Development and Other Facilities, Engineering Library and Computer Science Building, Engineering Complex, UP Diliman

Amount of Contract: PhP556,246.30

Period of Contract: Sixty (60) 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

Statement of compliance: Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), University Rules on Delineation of Authority, have been complied with.

Date notarized: 2 February 2011

Board action: NOTATION.

Construction Agreement between the University of the Philippines and the Alleyway Construction (Contractor)

Project: Proposed Site Development of the National Science Complex (Package 4), UP Diliman

Amount of Contract: PhP8,249,900.88

Period of Contract: 120 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

Statement of compliance: Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), University Rules on Delineation of Authority, have been complied with.

Date notarized: 28 March 2011

Board action: NOTATION.
Construction Agreement between the University of the Philippines and the Jose M. Viray Construction (Contractor)

Project: Proposed IC Research Building Animal Room, Institute of Chemistry, National Science Complex, UP Diliman

Amount of Contract: PhP997,668.00

Period of Contract: Ninety (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

Statement of compliance: Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), University Rules on Delineation of Authority, have been complied with.

Date notarized: 18 March 2011

Board action: NOTATION.

Construction Agreement between the University of the Philippines and the EMQ Design and Construction (Contractor)

Project: Proposed Landscaping Works at the College of Science Administration Building, UP Diliman

Amount of Contract: PhP3,142,150.00

Period of Contract: Ninety (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

Statement of compliance: Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), University Rules on Delineation of Authority, have been complied with.

Date notarized: 28 February 2011

Board action: NOTATION.
Construction Management Agreement between the University of the Philippines and the Schema Konsult, Inc.

**Project:** Construction Management Services for the Proposed College of Science Administration Building, UP Diliman

**Amount of Contract:** PhP4,605,323.81

**Period of Contract:** 300 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

**Statement of compliance:** Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), University Rules on Delineation of Authority, have been complied with.

**Date notarized:** 7 March 2011

**Board action:** NOTATION.

Construction Agreement between the University of the Philippines and the Che-Riss Construction and Trading (Contractor)

**Project:** Proposed Trenching for DILNET

**Amount of Contract:** PhP4,086,635.61

**Period of Contract:** 120 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

**Statement of compliance:** Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), as well as the University Rules on Delineation of Authority, have been complied with.

**Date notarized:** 31 May 2011

**Board action:** NOTATION.

Consulting Services Agreement between the University of the Philippines and the Blue Arch Engineering Enterprises and Services (Consultant)

**Project:** Proposed Electrical Assessment of the College of Science Buildings (MSI, NIGS, CSLAB, IM, NIP and CSRC), UP Diliman

**Amount of Contract:** PhP825,000.00

**Period of Contract:** Sixty (60) 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
Statement of compliance: Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), as well as the University Rules on Delineation of Authority, have been complied with.

Date notarized: 28 January 2011

Board action: NOTATION.

Construction Agreement between the University of the Philippines and the Marigold Development Corporation (Contractor)

Project: Proposed Fencing of the Portion of Perimeter, Gateway and Parking (Phase 1) located at Kamagong Centennial Dormitories

Amount of Contract: PhP1,783,257.87

Period of Contract: Ninety (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

Statement of compliance: Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), as well as the University Rules on Delineation of Authority, have been complied with.

Date notarized: 4 March 2011

Board action: NOTATION.

Construction Agreement between the University of the Philippines and the Landbees Corporation (Contractor)

Project: Proposed Upgrading of Electrical System of Gonzales Hall, University Library

Amount of Contract: PhP3,400,123.86

Period of Contract: Sixty (60) Calendar Days as specified in the Notice to Proceed issued by the University

Mode of Procurement: Negotiated Procurement under the conditions prescribed in RA 9184 and its Implementing Rules and Regulations

Statement of compliance: Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), as well as the University Rules on Delineation of Authority, have been complied with.

Date notarized: 10 March 2011

Board action: NOTATION.
Construction Management Agreement between the University of the Philippines and the RN Ferrer & Associates (Construction Management Consultant)

**Project:** Construction Management Services for the Proposed Chemical Engineering Building, Engineering Complex

**Amount of Contract:** PhP4,128,000.00

**Period of Contract:** 425 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

**Statement of compliance:** Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), as well as the University Rules on Delineation of Authority, have been complied with.

**Date notarized:** 31 March 2011

**Board action:** NOTATION.

UP Manila

General Construction Agreement between the University of the Philippines Manila and the Power Dimension Incorporated (Contractor)

**Project:** Renovation Works for the Transfer of the Newborn Screening Center @ UP Ayala Technohub in UP Diliman

**Amount of Contract:** PhP6,847,018.96

**Period of Contract:** Sixty (60) Calendar Days as specified in the Notice to Proceed issued by the University

**Mode of Procurement:** Public Bidding – 22 March 2011

**Date notarized:** 27 May 2011

**Board action:** NOTATION.

General Construction Agreement between the University of the Philippines Manila and the PGM Construction and Plumbing Services (Contractor)

**Project:** Renovation of Speech Laboratory, College of Arts and Sciences, UP Manila

**Amount of Contract:** PhP645,788.57

**Period of Contract:** Sixty (60) Calendar Days as specified in the Notice to Proceed issued by the University

**Mode of Procurement:** Public Bidding – 15 December 2010

**Date notarized:** 28 February 2011

**Board action:** NOTATION.
General Construction Agreement between the University of the Philippines Manila and the MDEC Corporation (Contractor)

Project: Renovation of Service Wing Building, UP Manila – Philippine General Hospital

Amount of Contract: PhP8,989,016.05

Period of Contract: 120 Calendar Days as specified in the Notice to Proceed issued by the University

Mode of Procurement: Public Bidding – 24 March 2010

Date notarized: 22 July 2010

Board action: NOTATION.

Two (2) Supplemental Contracts for Security Services between the University of the Philippines Manila and the Vision Security & Allied Services, Inc. (VSASI)

(a) 1 April 2010 to 30 April 2010
(b) 1 May 2010 to 31 May 2010

Services: Additional period for security services

Implementing Unit: UP Manila School of Health Sciences, Palo, Leyte
Vice-Chancellor for Administration, UP Manila

Amount of Contract: PhP11,569.60 per month per guard per 8-hour duty

(Under the same terms and conditions contained in the original contract of March 2009 to February 2010)

Mode of Procurement: Extension only; original contract through public bidding

Statement of Compliance: Pertinent laws, University Rules and Regulations have been fulfilled/complied with in the execution/signing of the contract.

Date notarized: 13 May 2010
20 August 2010

Board action: NOTATION.

Two (2) Supplemental Contracts for Janitorial Services between the University of the Philippines Manila and the Vision Security & Allied Services, Inc. (VSASI)

(a) 1 April 2010 to 30 April 2010
(b) 1 May 2010 to 31 May 2010

Services: Additional period for Janitorial Services

Implementing Unit: UP Manila School of Health Sciences, Palo, Leyte
Vice-Chancellor for Administration, UP Manila

Amount of Contract: PhP7,585.63/janitor/8 hrs. duty for five (5) days a week

(Under the same terms and conditions contained in the original contract of March 2009 to February 2010)
Mode of Procurement: Extension only; original contract through public bidding

Statement of Compliance: Pertinent laws, University Rules and Regulations have been fulfilled/complied with in the execution/signing of the contract.

Date notarized: 13 May 2010
20 August 2010

Board action: NOTATION.

UP Open University

Memorandum of Agreement between the University of the Philippines Open University and the Philippine Veterans Bank

Project: Installation of an Off-Site Automated Teller Machine (ATM)

Particulars: The Bank wishes and offers to provide Automated Teller Machine (ATM) services to the employees and customers of the Client and the latter has accepted the offer, subject to the terms and conditions stated in the MOA.

Effectivity: Effective upon signing and the same shall continue to be in force and effect unless terminated by either of the party by providing the other party of at least thirty (30) days written notice prior to the effectivity date of such termination.

Date notarized: 9 March 2011

Board action: NOTATION.

Contract of Lease between the University of the Philippines Open University (UPOU) and the Bataan Peninsula State University (BPSU)

Project: Lease of space of approximately 90 sq.m. for exclusive use as testing centers for its distance education degree program

Amount of Contract: PhP1,500.00/month

Effectivity: Effective for a period of one (1) year, commencing 01 January 2011 and may be renewed by the parties every year thereafter, unless sooner terminated by prior sixty (60) day-written notice by either party.

Date notarized: 30 March 2010

Board action: NOTATION.
Contract for Security Services between the University of the Philippines Open University (UPOU) and the Southern Luzon Security Agency Corporation (Agency)

Services: Security Services for the academic and administrative buildings within UPOU

Contract Price: PhP1,064,509.73 per annum broken down as follows:

- three (3) night shift security guards at PhP17,871.79 per month;
- two (2) day shift security guards at PhP17,546.89 per month with 12 hours of continuous duty per day.

Mode of Procurement: Public Bidding – 9 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.

Effectivity: 1 January 2011 to 31 December 2011

Date notarized: 11 February 2011

Board action: NOTATION.

Contract for Janitorial Services between the University of the Philippines Open University (UPOU) and the D’ Triumph Cleaners and Allied Services, Inc. (Contractor)

Services: Janitorial Services for offices located at UPOU Headquarters and in National Computer Center at UP Diliman

Amount of Contract: PhP1,599,999.96 per annum for 11 janitors broken down as follows:

- 9 janitors at UPOU Los Baños @ PhP12,037.35/month
- 1 janitor at NCC-UP Diliman @ PhP14,952.83/month
- 1 janitor at UP Visayas Iloilo @ PhP10,044.35/month

Mode of Procurement: Public Bidding – 9 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.

Effectivity: 1 January 2011 until 31 December 2011

Date notarized: 7 February 2011

Board action: NOTATION.
UP Baguio

General Construction Agreement between the University of the Philippines Baguio and the CAD Construction (Contractor)

Project:  Repainting of the I.M. Building and Garage

Amount of Contract:  PhP1,729,581.39

Period of Contract:  Sixty (60) Calendar Days as specified in the Notice to Proceed issued by the University

Mode of Procurement:  Public Bidding – 11 April 2011

Date notarized:  18 April 2011

Board action:  NOTATION.

General Construction Agreement between the University of the Philippines Baguio and the Plano Builders (Contractor)

Project:  Rehabilitation of the Dressing Room at Court “A”

Amount of Contract:  PhP1,182,517.21

Period of Contract:  Ninety (90) Calendar Days as specified in the Notice to Proceed issued by the University

Mode of Procurement:  Public Bidding – 24 January 2011

Date notarized:  7 February 2011

Board action:  NOTATION.

Contract for Janitorial Services between the University of the Philippines Baguio and the McKleene Premium Products, Incorporated (Contractor)

Services:  Janitorial Services for the UP Baguio Campus

Amount of Contract:  PhP1,925,996.34 per annum for 18 janitors/janitress

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 in the Procurement of Janitorial Services were followed.

Effectivity:  1 May 2011 until 30 April 2012

Date notarized:  29 April 2011

Board action:  NOTATION.
Report of the Faculty Regent

Hereunder is the Report of Faculty Regent Dalmacio which was distributed to the members of the Board of Regents on 25 July 2011:

Faculty Regent’s Report
UP Board of Regents Meeting
Quezon Hall, UP Diliman
25 July 2011

On faculty concerns

The issues and concerns aired by the faculty members during the consultations in the different campuses have been sent to the respective Vice-Presidents, and their responses regarding the problems were already sent to the different CUs for their information. Some of the replies to the issues that were received from the VPs are mentioned below:

With regard to the need for housing/additional housing on campus, according to VP Zamora, several efforts have been initiated, e.g. the preparation of a UP Systemwide Master Development Plan which will form the basis for all development efforts of the University, and talks with Pag-Ibig for on-campus and off-campus housing have already been made.

On the budget for retooling/post-graduate studies of UP staff, VP Bersales replied that funds for this purpose are already in place and that they are being managed by the different CUs. Perhaps, the amount for this purpose can be increased so that more staff members can avail of this grant.

A concern aired about the possibility of using the increment in the tuition fees for projects not directly affecting the students, e.g., improvement of facilities, can be done provided that there will be consultation with the students and proposal would be presented and approved by the BOR.

With regard to transparency and efficient dissemination of information, VP Amante mentioned that a seamless, connected-system of information, through online documentation and retrieval is being developed with OVPD AVP Jimmy Caro working on this initiative.

The issues concerning academic matters affecting the faculty like recruitment, tenure, retention, renewal and promotion were discussed with VP Giselle Concepcion during our meeting last 20 June 2011. Initially, the documents pertaining to the above topics will be sourced from the different campuses, which will be used as reference in formulating a uniform set of rules/guidelines that can be applied to all CUs. The papers from the various units are still being awaited. UPLB and UP Mindanao have responded to the request. A set of criteria used in UP Manila during the last promotion is already in my files.

On REPS concerns

Coordination with the Staff Regent regarding the problems confronting the REPS, and suggestions on the possible course of action with regard to the issues facing the REPS has been made. A compilation of the UPLB’s policy on REPS promotion and implementing guidelines for appointment has also been provided to Regent Ebesate. This can be used as reference in developing or improving the criteria which will answer the needs of the REPS.

Other activities

I gave a message during the opening program of the 38th Founding Anniversary of UPV Tacloban College and attended the opening of its Visual Art Exhibit last 5 July 2011.

Consultation with the faculty was also made on the same day. Problems that were aired during the meeting would be taken up together with the other issues that have been raised earlier in other campuses.”
Hereunder is the Report of Student Regent Conti which she presented to the Board on 25 July 2011:

“Report of the Student Regent to the Board of Regents
25 July 2011

Campaign for greater state subsidy

The students have consistently stood for greater state subsidy to the University and the education sector. In a resolution passed by the General Assembly of Student Councils (GASC) on 5 April 2011, the Student Councils agreed to declare 19 July 2011 as a Systemwide Day of Protest. UP Visayas councils issued a support manifesto on 13 July 2011 which further decried “virtual tuition fee increase” brought by changes in the tuition bracketing rules.

Other State Colleges and Universities nationwide joined UP on that date, transforming the event into a national day of youth action. The UP-led demonstration was successful most especially in Iloilo, where 2,500 youth, including students from UP Visayas Miag-ao and Iloilo campuses, rallied at the city center. The contingents from UP Manila and Diliman converged at Mendiola, together with delegations from other Metro Manila schools. UP Baguio and Los Banos staged indoor mobilizations.

These efforts build up understanding and agreement on key issue points of public sector funding. In UP Diliman, the students are finalizing a unity statement that includes Deans and Administrators, for submission to legislators on the first week of legislative session. For broader unities, the Student Regent co-convened the Ugnayan ng Mamamayan Laban sa Kumersyalisasyon ng Edukasyon (Umaksyon) together with the UP Diliman University Student Council and other student organizations. The groups’ planned activities include grassroots campaigning and lobbying among legislators.

Special concerns: Legal issues involving UP students

A. Cadapan and Empeño vs. Palparan

Criminal complaint for rape, serious physical injuries, arbitrary detention, maltreatment of prisoners, grave threats, grave coercion, violation of R.A. 7438 and the International Covenant on Civil and Political Rights, and the Convention Against Torture, and other Cruel, Inhuman or Degrading Treatment or Punishment

• Sherlyn Cadapan, of the College of Human Kinetics, and Karen Empeño, of the College of Social Sciences and Philosophy, were abducted in 2006 in Hagonoy, Bulacan by men believed to be members of the military.
• The mothers of Empeño and Cadapan led a criminal complaint against the identified military men and several John Does on 4 May 2011, supported by the testimonies of six witnesses.
• The Department of Justice constituted a panel of prosecutors, led by Assistant State Prosecutor Juan Pedro Navera, to conduct preliminary investigation. Both parties have presented their respective affidavits.
• The next session of the prosecutors’ panel is scheduled on 3 August 2011, for the possible submission of a rejoinder by the complainants (to the reply of the accused).

University involvement:

• The Student Regent is part of the legal research team on the criminal complaint, being a member of the National Union of Peoples’ Lawyers, counsel for the mothers.
• The President issued a statement on 23 June 2011, calling for the expedited resolution of the cases involving Karen and Sherlyn. He also referred to the Supreme Court decision on the writ of Amparo granted to the families, which expressly ordered Army major general Jovito Palparan Jr. and five of his subordinates to immediately release the two. He said UP will closely monitor the cases.
• The Chancellor of UP Diliman joined participants to the walks and pack-run around the Academic Oval organized by anti-torture advocates on 26 June 2011.
B. People vs. Montajes

Criminal case for illegal possession of firearms and ammunition, of explosives and of violation of the election gun ban

- Maricon Montajes, a film major from the College of Mass Communication, was arrested in June 2010 for alleged possession of firearms and explosives in Batangas.
- She was on community integration in San Juan, Batangas and was caught in an encounter between the New People’s Army and the 710th Philippine Air Force.
- Along with two others, she was placed in the custody of the 719th PAF where they claim to have experienced psychological torture and interrogation without the presence of a lawyer.
- She was accordingly charged in the Regional Trial Court of Rosario, Batangas, and is detained at the Batangas City Provincial Jail.
- The first day of trial is set on 28 July 2011. Students plan to join the court trooping and jail visit.

University involvement:
- The Office of the Student Regent is a co-convenor of the Task Force Maricon, which coordinates efforts of formations across the UP system. This stronger role in the political campaign is obligated by a resolution passed by the GASC.
- The Chancellor of UP Diliman sent the Vice Chancellor for Student Affairs on official delegation to check the condition of Maricon at the provincial jail on 25 June 2011.

C. People vs. Aguilar (UPLB 5)

Criminal complaint for violation of Article 153 of the Revised Penal Code, tumults and other disturbances of public order

- At 8:40 am on 19 June 2011, the Calamba police was assigned to the event the unveiling of the statue of Rizal in front of the Calamba City Hall. Guest of honor was President Benigno Aquino III.
- While the President was making his speech, a group of people shouted “Ninoy (sic) hindi ninyo tinutupad ang inyong mga pangako, kayo ay walang silbi at inutil, dapat bumaba kayo sa pwesto ninyo bilang presidenti (sic) ng Pilipinas!”
- The police arrested seven rallyists, five of whom were students or former students of UP Los Banos. They were detained at the Calamba city detention center.
- The accused were released on a PhP1,000 bail each on 21 June 2011. Their arraignment at the Municipal Trial Court of Calamba City is scheduled on 2 August 2011. They have engaged the services of a private lawyer but would like to seek the advice of UP lawyers as well.

University participation:
- The Student Regent talked to a member of the UP Law faculty to review the merits of the case.

D. Libel charges filed by UP Cebu Dean Enrique Avila against UP Cebu Computer Science professor Chito Patino, the Philippine Collegian and writer Keith Mariano have reportedly been dismissed

Policy review

The Office of the Student Regent launched on 30 June 2011 a policy evaluation of the Socialized Tuition and Financial Assistance Program (STFAP). This is in anticipation of the Administration’s policy review within the school year.

For the month of July, the STFAP Review sought from the students the common problems regarding the program. Online and manual survey forms were released systemwide, and the accomplished forms were collected by designated liaisons for nine geographical units within the first three weeks of July. Only undergraduates were requested to accomplish the survey, as graduate students cannot avail of the STFAP (with the exception of Juris Doctor students). The survey had 3,408 respondents.
The Student Regent also sat in a forum panel with the Officer-in-Charge of the Office of Student Scholarships and Services (OSSS) and UP Economics professor Emmanuel Esguerra on 12 July 2011.

I. Significant Findings

- Less than half of students apply for STFAP.
  
  Visayas: 70%
  Diliman: 45%
  Mindanao: 41%
  Pampanga: 37%

- Those who apply land on higher brackets than the one they applied for.
  
  Visayas: 93%
  Mindanao: 92%
  Diliman: 90%
  Cebu: 84%

- Those who applied generally have difficulties with the system.
  
  Pampanga: 60%
  Visayas: 56%
  Cebu: 44%
  Mindanao: 44%

- In Diliman, students who apply for STFAP aim for bracket C, where tuition is PhP600 per unit.
In support of data from the UP administration, majority of the students are classified into the upper-tier brackets. The disparity is most significant in Diliman, where nine out of ten pay PhP1,000 and up per unit.

**Graph 2. Bracket assignment of Diliman respondents**

<table>
<thead>
<tr>
<th>Bracket</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>13.0744%</td>
</tr>
<tr>
<td>B</td>
<td>66.68%</td>
</tr>
<tr>
<td>C</td>
<td>10.45%</td>
</tr>
<tr>
<td>D</td>
<td>8.1%</td>
</tr>
<tr>
<td>E1</td>
<td>1.64%</td>
</tr>
<tr>
<td>E2</td>
<td>0.05%</td>
</tr>
</tbody>
</table>

Table 1. Bracket Assignment in the First Semester of 2010

<table>
<thead>
<tr>
<th>UNIVERSITY OF THE PHILIPPINES</th>
<th>STFAP - Alphabetic Bracketing Scheme (ABS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>STFAP-ABS Brackets</td>
<td></td>
</tr>
<tr>
<td>CU</td>
<td>AY</td>
</tr>
<tr>
<td>------</td>
<td>----</td>
</tr>
<tr>
<td>Diliman</td>
<td>2007</td>
</tr>
<tr>
<td></td>
<td>2008</td>
</tr>
<tr>
<td></td>
<td>2009</td>
</tr>
<tr>
<td></td>
<td>2010</td>
</tr>
</tbody>
</table>

Source: OSSS

I. Common concerns and difficulties encountered during STFAP application

- Some documents required are not listed on the STFAP form.
  - The list of documentary requirements appears to be arbitrary; some applicants are told to submit additional papers.
  - Submitting documents is time consuming and very expensive. Most students have to get the additional requirements from the province. Requesting the documents, notarizing and sending them to the respective units are very costly.
  - Documents provided by the government take time to be released.
  - Documents that should only be provided by freshmen are also requested from upperclassmen as well.

- Some scholarships personnel are ill-mannered, disagreeable, and unfriendly.
  - They are unapproachable and do not answer queries of students politely.
  - STFAP personnel discourage students to apply for STFAP; thus they are automatically put into bracket B.
  - Personnel are not consistent in evaluating STFAP requirements.

- Slow assessment of STFAP forms and these are released late.
- Yearly submission of the same documents. Most of the time, additional documents were required, and yet, the student’s bracket would be changed.
- Students with sibling have different brackets.
- Inconsistencies between the student bracket in the CRS and the list released to OSSS.

II. Students’ Suggestions regarding STFAP

- “The staffs should be friendly. The bracket for the deserving ones should be given righteously. OSSS should release the results of the bracketing earlier so that the parents could prepare the money. That the default bracket is not A. That STFAP should be abolished.”
“Take into consideration number of dependents and educational expenses with respect to each household income”

“Perhaps it would be more helpful for the student if he/she will be asked of his/her family’s current situation, and use this information as well in assigning a bracket.”

“The bracketing based on annual gross income is not followed. The other reasons for bracket assignment are unknown to me even to this day. Bracketing does not consider the number of siblings. It gives too much consideration on the stuff (properties) owned by the person without making sure if the stuff owned is old, is just a gift, or how the stuff was obtained. It does not consider the expenditures of the person’s family very well. The annual income considered is gross, part of which cannot even be used by the family. The annual income bracketing scheme does not factor the inflation rates of today. Source of income is not well noted”

“Be more considerate. Do not ask for documents which are not needed anymore just to prolong the process. It’s as if they’re just trying to test whether or not the person is really determined to apply”

“The process for STFAP application should be simpler because some students are discouraged to apply because of the long and complicated process that will, almost always, deny their application”

“The system of implementation of this so-called ‘Financial Assistance Program’ is highly inconvenient and absolutely inefficient. To make matters worse, the selection process is very slow, and the brackets, upon release, misrepresent the real financial situations of many applicants. In other words, the STFAP brackets obscure the truth. Such meager performance of a system whose objective is to aid the needy in attaining quality education unquestionably defeats the purpose of the system. STFAP in my honest opinion must be abolished. The word ‘State’ in the phrase ‘State University’ must instead be put back in its proper place. For if this kind of system continues, the trends in inflation will eventually cause an inevitable and irreversible domino effect wherein more and more financially needy individuals will opt out of enrolling in the country’s “premier state university”.

“In answering letters of appeal from different students, it must be stated on the letter of reply why is it rejected or approved or certain explanations regarding the appeal”

“Sana mas clear yung list ng mga requirements na kailangang ipasa kasi may ibang mga papers na hinahanap na hindi naman indicated sa form..para isang pasahan na lang at hindi na pabalik- balik pa sa office nila”

“Make the process fair to every applicant. Consider other factors first before jumping into conclusions or results. This is a serious matter. Many may be forced to withdraw their intent to school at UP because of high matriculation fees and other payments. Hindi dapat maging hadlang sa pag-aaral ninuman.”

III. Students’ Perceptions about STFAP

STFAP is unsuccessful; it does not meet its goal of “making students pay only what they can afford”.

“The current STFAP bracketing system is flawed in the sense that it does not accurately reflect the family’s capacity to pay. I did not apply for STFAP for that reason. (A cellphone automatically places a student to the highest bracket). It should also consider the REAL cost of sending a student to college. With transportation, food, school supplies and other costs today, it is getting harder for families to send a child to college, especially for families living in the provinces. This forces some Isko like me to find a job to meet their financial needs. Unfortunately, STFAP has also become a justification for raising the tuition fees. I am afraid with the current system, poor but deserving Iskos and Iskas will have a slimmer chance of accessing their dream UP education.”

STFAP is an income-generating scheme that erodes the public character of the University. Students believe that the state should still heavily subsidize UP education.

“If the UP wishes to remain true to its cause as the university of scholars, then it would be wise to scrap the STFAP now. Hindi na iskolar ng bayan ang mga estudyante ng UP; nawalan na ng saysay ang bansag na “iskolar” dahil hindi naman ang bayan ang nagbabayad ng ating pag-aaral kundi ang ating mga magulang”

“It’s being used time and again to justify the tuition fee increase. It is a contradiction with UP’s public character that is supposed to be the people’s university. It is a manifestation of the cuts in the UP budget, pushing the UP administration to create disenfranchising policies such as this. SCRAP IT! and Rollback the tuition.”

“I think the STFAP should be abolished, UP is a state university and students must not be burdened and obligated with paying high and different tuition fee amounts. It’s the government’s duty to send us to college”- UP Manila, CAS student
• STFAP inhibits democratic access into the university. Students believe that the program discriminates among UPCAT qualifiers, when the chief condition for entry into UP is intellectual potential and academic competency.
  o "UP as the premiere state university should not be put into question whether the student’s financial provider has high income or not. Education is a right and therefore should be accessible to all. I suggest that we junk STFAP”

IV. Next phase

The next phase of the review will fill in the other gaps in this qualitative study. Consultations and focus group discussions will be scheduled within the next three months, and will mainly involve the original respondents of this survey.

The report from the first phase of the review will be presented to the student councils at the regional All Leaders’ Conferences set on 15-16 August in Mindanao; 1-2 September in Visayas; and 8-9 in Luzon.

Campus updates

UP Cebu College
- The administrative case against Dean Enrique Avila, who is on preventive suspension until 27 August, started on 14 July 2011.
- Last year, students clamored for the ouster of the Dean for certain repressive policies and for questionable acts as administrator. Seven professors and two employees formally accused Avila, his budget officer, Alsidry Sharif and consultant Ernesto Pineda of various criminal and administrative violations, including alleged technical malversation, graft, misconduct and “discriminatory acts against faculty and staff.”
- Dean Avila in turn lodged libel cases against the original complainants, other students, faculty and staff, further heightening tension and hostility in the campus.
- The next trial hearing is scheduled on 27 July 2011, 9:00 at the Student Union building of UP Manila, for the testimonies of UP System officials.

UP Visayas - Iloilo
- Local alliance Sandigan para sa Mag-aaral at Sambayanan (SAMASA), mass organizations Anakbayan and League of Filipino Students decried the malicious labeling and red-tagging by members of the Reserve Officer Training Corps (ROTC) in National Service and Training programs, and surveillance carried out by alleged military men.
- Student (name withheld from public report) requests UP assistance in the investigation and prosecution of military men who conducted surveillance and who have openly harassed her and her family.

UP Diliman Extension Program in Pampanga
- Students have not been clearly instructed on student discipline; the Student Relations Officer handles student misconduct on a case-to-case basis.
- The Office of the Student Regent sent them 50 copies of the Diliman Student Guide published in September 1999.

UP Mindanao
- The election of student council officers was held on 15 July 2011. Elections are held simultaneously with the UP System at the end of the second semester, but UP Mindanao’s was delayed over a dispute on the ratification of the constitution.

UP School of Health Sciences - Koronadal
- The students are organizing a Student Council within the school year.

Maria Kristina C. Conti
Student Regent”
GENERAL GOVERNANCE

Appointment of University Officials

UP System

Prof. NOREEN P. ESCULTURA as Assistant Vice-President for Planning and Finance, effective 1 July 2011 to serve at the pleasure of the Vice-President for Planning and Finance

Dr. JOSE NEIL C. GARCIA as Director, UP Press, effective 1 July 2011 until 30 June 2014

Dr. MARIA CORAZON A. DE UNGRIA as Program Director, Philippine Genome Center, effective 1 May 2011 until 30 April 2014

Dr. EVA MARIA C. CUTIONGCO-DELA PAZ as Program Director, Philippine Genome Center, effective 1 May 2011 until 30 April 2014

Dr. ERNELEA P. CAO as Deputy Executive Director, Philippine Genome Center, effective 1 May 2011 until 30 April 2014

UP Diliman

Dr. FLORENCIA CHARITO SEBASTIAN as Director, UP Diliman Extension Program in Pampanga, effective 25 July 2011 until 24 July 2014

Confirmation of Ad Interim Appointment of University Officials

UP Diliman

Prof. RONALD S. BANZON as Vice-Chancellor for Academic Affairs, effective 1 May 2011 to serve at the pleasure of the Chancellor

Prof. BENITO M. PACHECO as Vice-Chancellor for Research and Development, effective 1 May 2011 to serve at the pleasure of the Chancellor

Prof. VIRGINIA C. YAP as Vice-Chancellor for Administration, effective 1 May 2011 to serve at the pleasure of the Chancellor

Prof. MA. CORAZON J. TAN as Vice-Chancellor for Student Affairs, effective 1 May 2011 to serve at the pleasure of the Chancellor

Prof. MELANIA L. ABAD as Vice-Chancellor for Community Affairs, effective 1 May 2011 to serve at the pleasure of the Chancellor
ACADEMIC MATTERS

The President endorsed the following:

Creation of Twenty Five (25) Professorial Chairs in UP Manila

The twenty five (25) Professorial Chairs are intended for the following units:

For Faculty of Various Colleges:

- Dentistry 1
- Public Health 1
- Pharmacy 2
- Nursing 2
- Allied Medical Professors 2
- National Teacher Training Center 1
- School of Health Sciences 1
- Arts and Sciences 1
- Medicine 1

The Outstanding Teacher of the Year 1

Deans of the following Colleges:

- Pharmacy 1
- Nursing 1
- Allied Medical Profession 1
- National Teacher Training Center 1
- Arts and Sciences 1
- Dentistry 1
- Public Health 1

Directors of the following Units:

- National Institutes of Health (NIH) 1
- Community Health Development Program (CHDP) 1

Vice-Chancellors:

- Academic Affairs 1
- Planning and Development 1
- Administration 1

Total New Professorial Chairs: 25

The proposed cash award of PhP100,000 per awardee per annum shall be given starting Calendar Year 2011. The cash award shall be funded from UP Manila’s share from the income generated from rent of the UPM PGH Faculty Medical Arts Building.

Board action: APPROVAL.
Revisions in the Philippine Genome Center (PGC)

Rationale/Justification:

In order to provide for a more focused and efficient operation of the Philippine Genome Center (PGC), the following revisions are being proposed:

I. Revision of the Vision Statement

From: Vision

The Philippine Genome Center is envisioned to be a multi- and interdisciplinary institution to

1. Implement and promote research program-driven agenda on identified priority areas of national need and of competitive advantage in order to achieve a leading position in the country, in the region, and in the world;
2. Establish a core facility that will service the analytical needs of genome-based and related innovative researches in the country and in the region;
3. Maintain a database of DNA profiles of volunteers from different regional and ethno-linguistic groups that is essential in drug development and DNA forensics which are catered for the Filipino people;
4. Train young scientists who will constitute the scientific manpower base to support life sciences in the country; and
5. Translate innovative breakthroughs into diagnostics, therapeutics and other devices, standardized methods of handling evidence samples that will eventually be used at trial, and improved crops through technology transfer, thus facilitating the development of biotechnology, and pharmaceutical industries as well as the manner of criminal investigations in the country.

To: Vision

A center of excellence in gene discovery and genomics research that effectively translates knowledge into applications beneficial to Philippine society

II. Revision of the Mission Statement

From: Mission

The Philippine Genome Center aims to promote and facilitate the translation of the knowledge of genes and genomes, the proteins they encode and their functions, into applications beneficial to society for the understanding of disease mechanisms and their cure, crop improvement, food quality, DNA forensics, drug discovery and bio-energy.

On a cultural framework, the Philippine Genome Center through molecular genetics, will aim to answer 2 important questions:

- Who are the Filipino people?
- Where did they come from?

To: Mission

A deeper understanding and judicious application of advanced knowledge and emerging technologies in genomics and bioinformatics in health and medicine, agriculture, biodiversity, forensics and ethnicity, industry and the environment for the benefit of Filipinos and the rest of humanity.
III. Addition of Goals of the PGC

1. To implement and promote research program-driven agenda on identified priority areas of national need and of competitive advantage in order to achieve a leading position in the country, in the region, and in the world;
2. To train the future scientists, researchers and experts in genomics and bioinformatics of the country;
3. To promote a link between academic research, government and private industries for the development of genome-based applications; and
4. To provide access to state-of-the-art tools for genomic research and bioinformatics in order to strengthen the academic and research infrastructure of the country.

IV. Revisions in some parts of the PGC Organizational Chart

From:

*Headed by Program Directors
There will be a Scientific Review Committee for every Program
To:

1. Change in the “position” of the Deputy Executive Director in the Organizational Chart.

   This will reduce “bureaucracy” where a layer from the Executive Director to the Research and Development, Core Facilities and Administrative Services will be removed. The Deputy Executive Director will report to the Executive Director, who shall exercise direct control and supervision of the Research and Development, Core Facilities and Administrative Services.

2. From: There will be a Scientific Review Committee for every program.

To: There will be a Scientific Advisory Committee for every program.

   The change is meant to widen the scope of the duties and responsibilities of the Committee.

3. Revision in Functions

   From:

   **Scientific Review Committee**: There shall be a pool of experts for each Program from where members of a Scientific Review Committee shall be formed.

   Composition: local and foreign experts
Responsibilities: To screen/evaluate research proposals submitted for internal funding by the Center and/or to be submitted for funding to external funding agencies like DOST, COMSTE, etc.

To:

Scientific Advisory Committee: There shall be a pool of experts for each Program from where members of a Scientific Advisory Committee shall be formed.

Composition: local and foreign experts

Responsibilities: Guide program governance, direction and decisions including data sharing, custodianship and publications.

4. Deletion of the Technology Transfer Office

Since there is no expected large number of technologies that will warrant a separate Technology Transfer Office, it is proposed that this be deleted. The UP System Technology Transfer Office can handle Technologies that will be developed from the PGC.

5. Modification of the Administrative services section

Since the researches will be conducted in different places, the administration of the projects will be handled by the individual CUs. The PGC will maintain a small administration office that will handle the coordination and monitoring of the projects, including the collation of financial reports and other documents. Core funds will be handled by the UP System.

6. Change in the name of a Program

From: Ethnic Diversity
To: Forensics and Ethnicity

The change will widen the scope of the Program to include not only ethnic diversity but also forensics and its applications.

7. Addition of a third core facility (Biobank)

From: Core Facility (Bioinformatics, DNA Sequencing/Genotyping Facilities)
To: Core Facilities (Bioinformatics, DNA Sequencing/Genotyping Facilities, Biobank)

The addition of a Biobank is being proposed since a repository for cells, tissues, seeds and other biological materials will be needed.

Board action: APPROVAL.

Graduation of Students from UP Manila Who Completed All their Requirements as of the End of Summer 2011 and Whose Graduation was Approved by the UP Manila University Council at its 85th Regular Meeting held on 7 July 2011

(The lists are on file at the OSU Records.)

Board action: APPROVAL, except those with pending cases.
Graduation of Students from UP LOS BAÑOS Who Completed All the Requirements as of the end of Summer 2011 and whose Graduation Was Recommended by the UP Los Baños University Council in its meeting held on 11 July 2011 EXCEPT for Ms. Sondra Kitte L. Yap, BS Chemistry Pending Approval of Waiver of the One Year Residency Rule Prior to Graduation

(The lists are on file at the OSU Records.)

Board action: APPROVAL, except those with pending cases.

Graduation of Students from UP VISAYAS Who Completed All the Requirements as of the end of Summer 2011/Third Trimester 2010-2011 and Whose Graduation was Approved by the UP Visayas University Council at its 95th meeting held on 9 July 2011

(The lists are on file at the OSU Records.)

Board action: APPROVAL, except those with pending cases.

Graduation of Students from UP Cebu Who Completed All their Requirements as of the End of Third Trimester/Summer or as of the End of Semester/Term Period Specified and Whose Graduation was Endorsed by the College Council of UP Cebu at its 2nd Meeting held on 6 July 2011

(The lists are on file at the OSU Records.)

Board action: APPROVAL, except those with pending cases.

Graduation of Students from UP BAGUIO Who Completed All the Requirements as of the end of Summer AY 2010-2011 and Whose Graduation was Approved by the UP Baguio University Council at its 44th meeting held on 18 July 2011

(The lists are on file at the OSU Records.)

Board action: APPROVAL, except those with pending cases.
The President endorsed the following:

**Grant of the 2nd and 3rd Rice Subsidy/Allowance for 2011**

Under the Collective Negotiation Agreement (CNA) entered into by and between the University of the Philippines and the All UP Workers’ Union (AUPWU) and the All UP Academic Employees Union (AUPAEU), 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)”

In this connection, Staff Regent Ebesate requested authority for the President to grant the 2nd and 3rd rice subsidy/allowance for 2011.

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:** The Board gave President Pascual the authority to grant the 2nd and 3rd rice subsidy for 2011 subject to availability of funds.

**Reprogramming of UP Los Baños’ Unexpended Obligations under the General Fund in the Amount of Twenty-Five Million Pesos (PhP25,000,000), Certified as Available by UPLB Chief Accountant and Budget Office Chief, to be utilized as follows:**

<table>
<thead>
<tr>
<th>Capital Outlay</th>
<th>PhP25,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>To provide funds for the rehabilitation of the sewerage system and other infrastructure projects</td>
<td></td>
</tr>
</tbody>
</table>

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.

**Programming of Prior Year’s Excess Income of UP Visayas in the Amount of Four Million One Hundred Ninety-Four Thousand Seven Hundred Forty Six Pesos & 49/100 (PhP4,194,746.49), Certified as Available by UPV Chief Accountant and Budget Office Chief, to be utilized as follows:**

<table>
<thead>
<tr>
<th>Personal Services</th>
<th>PhP25,000,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursement to UPCC for the Centennial Bonus paid in CY 2008</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maintenance and Other Operating Expenses</th>
<th>PhP1,694,746.49</th>
</tr>
</thead>
<tbody>
<tr>
<td>To augment MOOE needs including expenses for utilities, janitorial and security services for CY 2011</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>PhP4,194,746.49</th>
</tr>
</thead>
</table>

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

**Board action:** APPROVAL.
Authority to Utilize the Amount of One Million Pesos (PhP1,000,000.00) from the Approved Reprogrammed Fund of UP Manila as per 1245th BOR Meeting held on 25 June 2009, as Certified Available by UP Manila Chief Accountant and Budget Office Chief, to be utilized as follows:

<table>
<thead>
<tr>
<th>Maintenance and Other Operating Expenses</th>
<th>PhP1,000,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>To provide funds for the proposed Merit Foundation Day Awards to UP Manila qualified REPS and administrative staff in October 2011</td>
<td></td>
</tr>
</tbody>
</table>

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

Board action: APPROVAL.

Requests of UP Open University for Authority to Purchase Three (3) Service Utility Vehicles and to Utilize Portion of the Endowment Fund for the Purpose

The UP Open University (UPOU) has now reached its 16th year of existence, continuously providing access to Open and Distance Learning education to numbers of Filipino people aspiring to pursue further education. UPOU maintains offices and learning centers that are currently spread throughout the Philippine archipelago, however, a number of which are primarily located in Luzon. Moreover, the nature of operations UPOU has requires regular and numerous land travels to and fro the learning centers.

The existing service vehicles were purchased way back in 1995 to 1999 yet, and have already reached its depreciative value to date. Also, reports show that cost of maintenance and repairs for these vehicles have grown much, hence, these are no longer cost efficient.

The estimated total cost to purchase the vehicles is PhP2.5 M. The UPOU Chief Accountant certified the availability of funds.

The Officer-in-Charge of the Office of the President favorably endorsed the request on 29 June 2011.

Board action: APPROVAL.

General Construction Agreement between the University of the Philippines and the Henry S. Oaminal Construction and General Merchandise (Contractor)

Project: Construction of the Proposed College of Science Administration Building and Site Development, UP Diliman

Amount of Contract: PhP119,455,853.69

Period of Contract: 240 Calendar Days as specified in the Notice to Proceed issued by the University

Mode of Procurement: Public Bidding - 9 December 2010

Particulars:

1. A Notice of Award dated 30 December 2010 was issued to and received on 30 December 2010 by the Contractor who has accepted the WORKS under set terms and conditions, representing itself to be especially competent, skilled, and fully equipped with the necessary materials, manpower and equipment for undertaking the WORKS.
2. The Contractor shall provide and perform for the University the services and scope of work set forth in the Technical Specifications, the Drawing/Plans, and Bid Bulletins which are part of the Contract Documents;
3. The University may engage the services of architects and engineers (the “Construction Management Consultant”) who shall provide construction management services for the WORKS. In the implementation of the WORKS, the Contractor shall coordinate with such Construction Management Consultant to ensure that the WORKS are
being executed within quality, cost and time parameters, and implemented in accordance with the issued plans, specifications and other Contract Documents; and

4. The relationship of the University and 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.

Board action: APPROVAL.

Memoranda of Agreement for CONFIRMATION of the Board

Note: These agreements have gone through the standard University processes from the Constituent Universities (CUs) concerned and the University System. In cases where there were irregularities in the processes, the documents were returned for review or to exact compliance by the concerned.

Academic Agreements

UP System

Memorandum of Agreement between the University of the Philippines and the Department of Science and Technology

Project: Automated Guideway Transit (AGT) Prototype at the University of the Philippines Diliman Campus

On 17 December 2010, at its 1265th meeting, the UP Board of Regents confirmed the Memorandum of Understanding between the University of the Philippines (UP) and the Department of Science and Technology (DOST) for the Automated Guideway Transit (AGT) Prototype at the UP Diliman Campus. Under the MOU, with a term of one (1) year executed by the parties on 06 December 2010, the DOST shall undertake an evaluation and assessment of the UP Diliman campus transport system; conduct the necessary Research and Development (R&D) processes and activities; and design and construct a prototype Automated Guideway Transit (AGT), consisting of two (2) 60-passenger capacity coaches traversing a two (2)-kilometer (approx.) test track in an area within the UP Diliman campus to be designated by the University. The prototype project will initially involve R&D, construction and technical evaluation of the AGT system over the 2-km experimental track. UP shall provide technical assistance to DOST, particularly through the UP College of Engineering, UP College of Architecture, the National Center for Transportation Studies, and the National Institute of Geological Sciences. The specific nature and scope of said technical assistance may, as necessary, be covered by separate Memoranda of Agreement and/or Contracts. DOST shall formulate a framework plan and comprehensive activity schedule and timetable for the project, subject to the approval of UP.

In accordance with the 06 December 2010 MOU, a Memorandum of Agreement (MOA) with a term of nine (9) months, was entered into on 18 July 2011 by and between the University of the Philippines (UP) and the Department of Science and Technology (DOST), which defines the conditions for the construction of a 500-meter AGT test track and the conduct of continuous test runs of the prototype AGT at the UP Diliman campus. Based on technical and economic evaluation carried out on the 500-meter experimental track, UP and DOST shall provide recommendations for the development of a two (2)-km AGT track at the UP Diliman campus and other sites. After the MOA signing, groundbreaking ceremonies were held at the proposed test track site (E. Jacinto St.).

The 18 July 2011 MOA aims to further demonstrate and test-run the prototype already developed by the DOST - Metals Industry Research and Development Center (MIRDC) which had been initially tested at the 150-meter track at the DOST Bicutan Complex. Under the MOA for the AGT Prototype at UP Diliman, the University shall designate a Project Team to coordinate with DOST for the harmonization of R&D plans, detailed engineering designs and other technical activities; and extend its cooperation and share relevant information on plans and studies already prepared by UP and make available to DOST all pertinent records and information such as feasibility studies, design and engineering works, and technical studies conducted for the project and/or similar past projects. The DOST through MIRDC shall prepare a comprehensive activity schedule and timetable for the project; and provide UP with the results of the testing and the necessary technical training and information, as well as operating manuals upon completion of the project.

The DOST, through the Philippine Council for Industry, Energy and Emerging Technology Research and Development (PCIEERD), shall allocate counterpart funding to UP in the amount of Three Hundred Thousand Pesos
(PHP300,000.00) to be expended for the validation of performance test expenses at the UP under the PCIEERD Grants in Aid (GIA) Program, subject to applicable government rules and regulations.

(The contract in its original form is available at the OSU Records.)

Board action: CONFIRMATION.

Memorandum of Agreement with Deed of Conveyance between the University of the Philippines (UP) and the Bases Conversion and Development Authority (BCDA)

Project: UP Professional Schools at Fort Bonifacio

Proposals and negotiations for UP presence at Fort Bonifacio had been considered by the University as early as Pres. Javier’s term (1993-99).

By the end of the previous UP administration, the proposed agreement with the Bases Conversion and Development Authority (BCDA) was for UP to lease 4,300 square meters at the Fort Bonifacio Institutional Area for an annual consideration of PhP855.00 per square meter or a total fixed lease of PhP3,676,500.00 per annum; lease term shall be 25 years.

The BOR at its 1255th meeting on 27 May 2010 approved the establishment of the UP Professional Schools at Fort Bonifacio, based on this proposed lease arrangement.

In March 2011, Pres. Pascual discussed with Senator Franklin M. Drilon the possibility of BCDA reconsidering the mode of conveyance of the subject property. On March 28, 2011, in a letter addressed to Pres. Pascual, Sen. Drilon indicated that in a meeting with Gen. Narciso L. Abaya (Ret.), BCDA President and CEO, the latter agreed to convert the mode of conveyance, from a lease to a donation, of the proposed 4,300-sq.m. lot for the University of the Philippines extension campus in Taguig City, and that Gen. Abaya committed to take the matter up in the next meeting of the BCDA Board of Directors.

On 16 June 2011, BCDA President and CEO Arnel Paciano D. Casanova informed the University that the BCDA Board had approved the request for reconsideration that instead of the proposed Lease Agreement between the BCDA and UP for the use of a 4,300-sq.m. portion of the BCDA-owned Eastgate Parking Property at the Institutional Area of the Bonifacio Global City, a Memorandum of Agreement with Deed of Conveyance (MOA with DOC) be executed by the parties.

The draft MOA with DOC was reviewed by the UP Office of the Vice-President for Legal Affairs (OVPLA) and the Office of the Government Corporate Counsel (OGCC).

On 19 July 2011, the Memorandum of Agreement with Deed of Conveyance between the Bases Conversion and Development Authority (BCDA) and the University of the Philippines (UP) was signed by the parties, for the donation by the BCDA to UP of a 4,300-sq.m. property for the UP Professional Schools at the Bonifacio Global City.

Under the MOA-DOC, UP shall use the property for the construction, development and operation of the UP Professional Schools, consistent with the University’s mandate under Republic Act No. 9500.

The MOA-DOC further provides that within two (2) years from the signing of the Agreement, UP shall undertake at its expense the planning, design and site development of the property, and the construction and maintenance of the UP Professional Schools; otherwise, the property reverts to the BCDA.

The UP College of Law, College of Business Administration, College of Engineering, School of Statistics, and the UP Open University propose to establish presence and offer courses at the UP Professional Schools – Bonifacio Global City. Other UP units are expected to join these units in offering their programs in the area.

(The MOA is on file at the OSU Records.)

Board action: CONFIRMATION.
UP Diliman

Agreement on Academic Cooperation between the University of the Philippines Diliman and Florence University of the Arts/Palazzi-Florence Association of International Education, Italy

**Project:** Academic Exchange

**Particulars:**

1. Both institutions agree to develop the following collaborative activities in academic areas of mutual interest, on the basis of equality and reciprocity:
   - exchange of faculty, researchers and other research and administrative staff;
   - collaborative research projects;
   - lectures and symposia;
   - exchange of academic information and materials; and
   - promotion of other academic cooperation as mutually agreed.

2. 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 institutions agree to carry out these activities in accordance with the laws and regulations of their respective countries after full consultation and approval;

3. It is understood that implementation of any of the types of cooperation may be restricted depending upon the availability of resources and financial support at the institutions concerned;

4. Should any collaborative research activity under the Agreement result in any potential issue on intellectual property, both institutions shall seek an equitable and fair understanding as to the ownership and other property interests that may arise. The Understanding shall be based on the laws, rules and guidelines implementation in both institutions.

**Effectivity:** Valid for a period of three (3) years from the date of signature by the representatives of both institutions. The Agreement may be renewed after being reviewed and renegotiated by both institutions.

**Date notarized:** 24 May 2011

**Board action:** CONFIRMATION.

Memorandum of Understanding for Student Exchange between the University of the Philippines Diliman and Hannam University (HNU), Korea

**Project:** Exchange of Students

**Particulars:**

Based on the Memorandum of Agreement between Hannam University and University of the Philippines signed on 14 January 2008, HNU and UP agree to establish the following Memorandum of Understanding for Student Exchanges.

1. Four (4) HNU students per three (3) UP students are exchanged. If there is any discrepancy in the number of exchanges, each university can carry forward the student exchange ratio to the next school year.

2. Each party appoints nominees and sends the list of selected students and the related documents including application forms by the deadline stipulated by both parties. Each party examines the documents and the result is communicated to the other party.

3. HNU students may choose an English language course or any academic course lectured in English. The UP student may take academic course lectured in Korean or English.
4. Owing to the differences in academic calendars between HNU and UP, both parties adjust the period of exchanges as below:

4.1. HNU students

4.1.1. HNU students may take regular academic courses aside from English language courses starting First Semester and Second Semester from June through March (or until February) in UP.

4.2. UP students

4.2.1. UP students may take courses during the First Semester and Second Semester in HNU from March through February

5. Exchange students should enrol at their home institution and the tuition fee is waived at the host institution.
6. HNU provides UP students with free dormitory room during the whole study period.
7. A monthly allowance of KRW200,000 each is awarded as scholarship to the UP students.
8. HNU provides UP students with work at the Foreign Language Center for three or six (3 or 6) hours per day depending on the UP student’s choice in order for them to cover the full amount of round-trip airfare provided by HNU. A UP student shall be paid with approximately KRW150,000.00 per three (3) hours of work at the Foreign Language Center. Any extra work hours incurred will be paid by HNU to the UP students.

Effectivity: Effective on the date of signing, can be modified if both parties desire, however, at least six (6) months notice in writing must be given before the expiry date

Date notarized: 4 February 2011

Board action: CONFIRMATION.

Memorandum of Understanding on Academic Exchange between the University of the Philippines Through the National Institute of Physics and the Research Center for Development of Far-Infrared Region, University of Fukui, Japan

Project: Academic Exchange

Particulars:

The National Institute of Physics, University of the Philippines and the Research Center for Development of Far-Infrared Region, University of Fukui, desiring to develop academic exchange and cooperation in teaching and research for the promotion of the advancement and dissemination of learning, agree on the following matters:

1. mutual staff visits to participate in teaching and research programs;
2. mutual enrolment of students as overseas students in the post-graduate courses offered by the partner institution;
3. joint research in fields of mutual interests; and
4. exchange of scientific materials, publications and information.

Effectivity: Effective upon signing by the representatives by both institutions and will remain effective for a period of five (5) years, and it may be terminated at any time on the basis of the mutual consent of both institutions in nine months after a written notice by either institution

Date notarized: 15 April 2011

Board action: CONFIRMATION.
Memorandum of Understanding for Student Exchanges between the University of the Philippines through the College of Home Economics (UP) and the Department of Global Korean Culinary Arts, Woosong University, Republic of Korea

Project: Student Exchanges

Particulars:

Based on the Memorandum of Understanding (MOU) between Woosong University and the University of the Philippines signed on 20 January 2009, Woosong University and UP agree to establish the following MOU for Student Exchanges:

1. Three (3) students from the Department of Hotel, Restaurant and Institution Management (DHRIM) of the UP College of Home Economics shall enroll and take culinary courses at the Department of Culinary Arts of Woosong University;
2. DHRIM (through the Office of Extension Coordination-OVCAA) selects nominees and sends the list of selected students and the related documents including application forms by the deadline stipulated by Woosong University. The latter examines the documents and informs DHRIM of the result;
3. UP exchange students may take courses during the First Semester and Second Semester in Woosong from March 2011 through February 2012;
4. UP exchange students shall be considered Cross-Registrants at Woosong University;
5. Tuition fees shall be provided for by Woosong University through scholarships;
6. Woosong University will provide UP exchange students with free dormitory and two (2) free meals during the whole study period;
7. If UP exchange students are judged inappropriate in proper proceedings for studying, i.e., their behavior violates the rules and regulations of the host institution, the host institution could terminate their study and have them go back to the home institution before the exchange period ends;
8. UP exchange students are subject to the rules and regulations of the host institution and the host nation. Once they arrive in the host institution, they must show proof of insurance coverage for the duration of exchanges. Otherwise, they must secure insurance in the host country; and
9. Participating students are responsible for all personal expenses arising during their stay for buying books and meals at the host institution. Each institution issues a student card and assists with the administrative procedures to have the proper visa or card necessary to stay at the host nation as a foreigner such as “Certificate of Alien Registration” from both countries.

Effectivity: Effective for a period of one (1) year upon signing by parties

Date notarized: 6 April 2011

Board action: CONFIRMATION.

Memorandum of Agreement between the University of the Philippines through the Department of European Languages, College of Arts and Letters and the Universite De La Sorbonne Nouvelle “Paris III”

Project: Training of Filipino Teachers of French

Particulars:

This cooperation binds both parties to set and to respect the following terms:
1. Each institution shall designate a person (researcher, faculty or administration staff) in charge of implementing and following up the program;
2. Both institution shall consult each other whenever necessary and shall make an assessment, halfway through the duration of the agreement, if possible in a meeting that shall take place in either country, of the complemented programs and those that are in progress. A report shall be submitted to the office-in-charge of linkages of each
institution and eventually to the respective authorized representatives of both universities and to the responsible government officials; and

3. During the assessment, the expansion of cooperation in other fields or towards new programs may be mutually discussed and agreed upon. In such case, an amendment shall be drafted and appended hereto.

Effectivity: Valid for a period three (3) years from the date of signature up to its renewal

Date signed: 7 February 2011 (UP)
9 March 2011 (Universite De La Sorbonne)

Board action: CONFIRMATION.

Memorandum of Understanding for Universal Speech Translation Advanced Research (U-Star Consortium) among the University of the Philippines Diliman (UPD), the National Institute of Information and Communications Technology of Japan, the Department of Information Technology and Telecom (DITT) of Bhutan, Al- Khawarizmi Institute of Computer Science, University of Engineering and Technology of Pakistan (KICS-UET), Language Technology Kendra (LTK) of Nepal, Mongolian University of Science and Technology (MUST) of Mongolia, National University of Mongolia (NUM), and University of Colombo School of Computing (UCSC) of Sri Lanka

Project: Universal Speech Translation Advanced Research (U-Star) Consortium

Particulars:

The Memorandum of Understanding shall contain the same terms and conditions as, and serve as counterpart to, the preceding MOU signed by Existing U-Star members in July 2010, and these MOUs shall constitute one entire U-Star MOU and serve as the complete understanding between the Existing U-Star Members and the new U-Star members: DITT, KICS-UET, LTK, MUST, NUM, UCSC, and UPD.

In this MOU, Existing U-Star Members, DITT, KICS-UET, LTK, MUST, NUM, UCSC and UPD agree as follows:

1. The parties intend to collaborate in the field of information and communications technology with respect to speech and natural language processing research. The parties also agree that the range of collaboration shall not be limited only to the research topics herein mentioned but may be extended whenever required to other topics of mutual interest relevant to the field of information and communications technology.

2. The parties intend to collaborate with each other within the framework of the MOU in one or more of the following ways:
   2.1 Exchange of information;
   2.2 Exchange of scientists, researchers and staff;
   2.3 Promotion of joint research; and
   2.4 Joint organization of symposiums and workshops.

3. The Parties intend to encourage and promote
   3.1 Cooperation in research areas of mutual interest based on the principle of equal rights and mutual benefit; and
   3.2 Activities in research areas of mutual interest that strengthen cooperation on technology management and long-term collaborative research.

Effectivity: Effective upon date of signing until 31 March 2013

Date notarized: 20 April 2011

Board action: CONFIRMATION.
Memorandum of Understanding between the University of the Philippines and the Electrolux Philippines, Inc.

**Project:** Academic Programs

**Particulars:**

1. UP and Electrolux shall cooperate to undertake the following programs and activities:
   
   1.1. An Internship Program for UP Industrial Design Studies;
   1.2. Thesis Grant Awards;
   1.3. A Design Competition; and
   1.4. A Design Seminar Series.

2. UP and Electrolux shall designate their respective representatives who shall jointly formulate the substantive mechanics and other details of the aforementioned programs and activities, which shall include addressing in particular the ownership of intellectual property that may be created as a result of such programs and activities.

3. Thereafter, the parties shall execute the proper agreements to effect said programs and activities.

**Date notarized:** 11 February 2011

**Board action:** CONFIRMATION.

Memorandum of Agreement between the University of the Philippines through the Department of History, College of Social Sciences and Philosophy and Senator Antonio F. Trillanes IV

**Project:** UP History Centennial Scholarship Program

**Amount:** PhP1,000,000.00

**Particulars:**

1. The total amount of PhP1,000,000.00 shall be appropriated by the Office of Senator Trillanes to the UP Department of History to cover expenses for the project.
2. Said amount shall be released to the University of the Philippines Diliman upon signing of the MOA as funds transfer.
3. The UP Department of History shall take up the money transferred for this purpose, and shall submit to the University of the Philippines Diliman Budget Office, the Disbursement Report one month after undertaking the various above mentioned programs during the calendar year 2011.
4. The money shall be used solely for the purpose indicated above. It is the primary responsibility of the UP Department of History to keep expenditures within the limits of the amount transferred.
5. The Department of History shall acknowledge sponsorship by the Office of Senator Trillanes in all the projects, activities and output or any print materials that will be used for the projects.
6. It is understood that actual utilization/ disbursements and out-of-cash transfers shall be subject to existing budgeting, accounting and auditing rules and regulations.

**Date notarized:** 22 February 2011

**Board action:** CONFIRMATION.
Memorandum of Agreement between the University of the Philippines and Department of Agrarian Reform (DAR)

Project: Study on Conflicting laws and regulations on land distribution and acquisition especially between the DAR and the National Commission on Indigenous Peoples

Amount: PhP299,820.00

Particulars:

1. The Agreement shall cover the Project for the preparation of a Report detailing the findings and recommendations of an inter-disciplinary team to be constituted by the Second Party.
2. The First Party undertakes to provide relevant information as may be requested by the Second Party in the course of its research and study. In this regard, the First Party shall designate its officer who shall be its point person for this Project and shall be responsible for ensuring timely assistance to Second Party as may be required by the latter.
3. The Second Party undertakes to:
   3.1 Submit a Report which shall identify existing policy differences reflected in legislation and administrative regulations concerning the Department of Agrarian Reform, the National Commission on Indigenous Peoples, and the Department of Environmental and Natural Resources, with recommendations for remedial legislation or regulatory amendments or revisions; and
   3.2 Ensure that the funds received from the First Party are used to defray all the agreed costs and expenses in the Project and submit the necessary documentation therefore if so required by the First Party for liquidation.

Effectivity: The Project shall be for a period of four (4) months commencing 15 May 2011, subject to any extension as may be agreed upon by the parties.

Date notarized: 17 May 2011

Board action: CONFIRMATION.

Memorandum of Understanding between the University of the Philippines Diliman and the Center for Political and Democratic Reform Inc. (CPDRI)

Project: Joint Research and Studies in the Field of Tourism

Particulars:

1. Rights and Obligations of the University/AIT:
   1.1 Provide opportunities for the CPDRI to interface with the projects and activities of the University/AIT;
   1.2 Coordinate with the CPDRI in the implementation of projects and activities by the University where the participation of the CPDRI will be needed;
   1.3 Provide office space and selected furniture and furnishings, as well as access to other facilities of the UP/AIT, to the CPDRI for its operations office as the University/AIT’s counterpart in the MOU; and
   1.4 Provide other forms of support to the CPDRI as may be needed on a case-to-case basis, subject to the available resources of the University/AIT, in implementing various joint projects and activities.

2. Rights and Obligations of the CPDRI:
   2.1 Provide opportunities for the University/AIT to interface with the projects and activities of the CPDRI;
   2.2 Coordinate with the University/AIT in the implementation of projects and activities by the CPDRI where the participation of the University/AIT will be needed like in holding symposia, roundtable discussions, etc.;
   2.3 Provide copies of research outputs, a pool of speakers/lecturers, and other related research products and services to the University/AIT as the CPDRI’s counterpart in the MOU; and
   2.4 Provide other forms of support to the University/AIT as may be needed on a case-to-case basis, subject to the available resources of the CPDRI, in implementing various joint projects and activities.
Memorandum of Understanding amongst the University of the Philippines Diliman and Ateneo De Manila University, Central Luzon State University, De La Salle University, Mapua Institute of Technology, Mindanao State University – Iligan Institute of Technology, and University of San Carlos (ERDT Consortium Members)

Project: Cooperation in the field of engineering education, research and development

Particulars:

The Parties agree to the following:
1. To encourage exchange and visit among graduate students, and junior and senior faculty members of the member-institutions of the ERDT (Engineering Research and Development for Technology) Consortium;
2. To encourage team-teaching and course-ware development among the Member-Institutions;
3. To promote research collaboration, joint publications and sharing of resources among the Member-Institutions;
4. To exchange information and materials in the field of Engineering which are of interest to Member-Institutions and other universities;
5. To organize joint conferences and academic programs;
6. Where courses are compatible, promote cross-enrollment of students among the Member-Institutions of the ERDT Consortium;
7. Specific details for the implementation of these activities shall be developed mutually for specific projects and shall be contained in a written agreement to be signed by the parties.

Effectivity: Effective upon signing of the Parties and shall be implemented starting 1 June 2011 and shall continue to remain in force unless sooner terminated upon written notice given thirty (30) days in advance

Date notarized: 8 June 2011

Board action: CONFIRMATION.
ultraviolet and visible portions of the solar emission spectrum; and (c) better transport and collection of efficiency of the generated electron-hole pairs. Following are the specific objectives of the five (5) component projects:

Project 1. Nanostructures for Solar Cell Applications – Demonstrate a solar cell with III-V based nanoparticles with comparable efficiencies to those commercially available (with efficiencies 20% up) and develop a technique in fabricating solar cell with nanoparticles and integrate the same technique by using dye-sensitized cells and transparent graphene electrodes.

Project 2. Transparent Electrodes for Solar Cell Applications – Investigate the use of graphene as a transparent contact in semiconductor device and develop a technique for graphene transparent electrodes and integrate the same technique in the fabrication of dye-sensitized solar cell devices, GaAs-based solar cell devices and nanostructured solar cells.


Project 4. Modification of Graphene for Nanostructured Photovoltaic Cells – (a) Investigate and develop methodologies for physical and chemical modification of graphene, and identify potential uses in novel nanostructured photovoltaic technologies; and (c) Investigate, develop and fabricate photovoltaic cells initially using the Gratzel type which incorporates the modified graphene as components.

Project 5. Solar Cell Characterization Facility – Set up a facility to serve as a central testing program.

Responsibilities of parties concerned:
1. The project shall be undertaken by UPD through the National Institute of Physics in accordance with the approved project proposal and shall be monitored by PCIEERD.
2. The DOST support for the Project shall be a total grant of PhP29,154,577.60 to be expended as allocated in the approved Project Line-Item Budget. The Revised Guidelines Governing the Grants-in-Aid Program of DOST shall govern the implementation of the Project.
3. The project funds shall be released by DOST to UPD and DMU in part or in full based on schedule of releases, except for the indirect cost which will be directly released by DOST to PCIEERD as the monitoring agency.

Effectivity: The project components shall be implemented for 3 years with Y1 commencing 1 November 2010 until 31 October 2011, except for Project 5 which shall have a period of 1 year only

Date notarized: 21 December 2010

Board action: CONFIRMATION.

Memorandum of Agreement among the University of the Philippines Diliman (UPD), the Department of Science and Technology (DOST), and the Philippine Council for Industry, Energy, and Emerging Technology Research and Development (PCIEERD)

Project: Engineering Research and Development Technologies: LEAP: Learning While Playing

Amount: PhP3,301,204.00

Particulars:
1. The Project shall be undertaken by UPD through the Electrical and Electronics Engineering Institute in accordance with the approved project proposal and shall be monitored by PCIEERD.
2. The DOST support to the Project shall be a total grant of PhP3,301,204.00 to be expended as allocated in the approved Project Line-Item Budget. The Revised Guidelines Governing the Grants-in-Aid Program of DOST shall govern the implementation of the Project.
3. The Project funds shall be released by DOST to UPD in part or in full based on schedule of releases, except for the indirect cost which will be directly released by DOST to PCIEERD as the monitoring agency.

Effectivity: The project shall be completed within a period of one (1) year covering from 1 September 2010 to 31 August 2011. The Project shall be implemented during the said period or immediately after the release of project funds.

Date notarized: 2 December 2010

Board action: CONFIRMATION.

Collaborative Research Agreement between the University of the Philippines through Dr. Henry J. Ramos, Principal Investigator, National Institute of Physics and IBF Electronic GmbH and Company, KG (Collaborator)

Project: On the Job-Training (OJT) Grant for a study on microwave plasma physics, engineering and applications

Particulars:

Responsibilities of parties concerned:

1. Research Efforts. Provided Collaborator performs all its obligations under the Agreement, the University will use its reasonable efforts to conduct the activities for which it is responsible under the Research Program.

2. University Principal Investigator. The conduct of University’s activities under the Research program will be directed by Dr. Henry J. Ramos (University’s Principal Investigator) as the dissertation adviser of Henry V. Lee, Jr. and Leo Mendel D. Rosario, and as the thesis adviser of Julie Anne S. Ting.

3. Collaborator’s Principal Investigator. The conduct of collaborator’s activities under the Research program will be directed by Ing. Reinhard Fischer (“Collaborator’s Principal Investigator”).

4. Use of Research Materials. Any Research Materials of one party transferred to the other in connection with the Research Program may only be used as stated in the Research Program. Unless the parties agree otherwise, Research Materials are to be considered the “Confidential Information” of the party providing them.

5. Reporting. The parties will generally keep one another informed of the results of the work performed in connection with the Research Program, principally through their respective Principal Investigators. In addition, the parties’ respective Principal Investigators will meet and provide reports as stated in the Research Program.

6. Changes on the Research Program. During the course of the Research Program, either or both of the Principal Investigators may find it advantageous to modify the Research Program. Any modifications will be documented and formalized in a written amendment to this Agreement and any such amendment will become effective only if signed by an authorized representative of both parties to the agreement.

7. University Purposes, Use of Facilities, and No Guarantee of Results. Collaborator acknowledges that the primary mission of the University is education and the advancement of knowledge; and, consequently, the Research Program will be performed in a manner best suited to carry out that mission. Specifically, the University’s Principal Investigator will determine the manner of performance of the University’s part in the Research Program but the University does not represent or warrant that the Research Program will be successful in any way or that any specific results will be obtained.

8. Similar Research. Nothing in the Agreement will be construed to limit the freedom of the University or its faculty, researchers or students who are participants under the Agreement, from engaging in similar research made under other grants, contracts, or research agreements with parties other than Collaborator.
Effectivity: Will remain in effect for a period of two (2) years from the date of first written notice unless sooner or extended in writing signed by the parties in accordance with the agreement.

Date notarized: 4 February 2011

Board action: CONFIRMATION.

Memorandum of Agreement between the University of the Philippines Diliman through the College of Law (Second Party) and the Philippine Postal Corporation (PPC) (First Party)

Project: Commemorative Stamps (100th year founding anniversary of the UP College of Law)

Particulars:

Responsibilities of parties concerned:

1. The Second Party shall provide the First Party with the designs to be depicted on the commemorative stamps.
2. The First Party shall print and deliver to the Second Party, aside from the regular requirement of the office for local and foreign stamp collectors and dealers, the commemorative stamps and other philatelic products upon receipt of the signed Agreement from the Second Party, in the following quantities and for the corresponding prices:

<table>
<thead>
<tr>
<th>KIND</th>
<th>QUANTITY</th>
<th>DENOMINATION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commemorative Stamps (two [2] designs)</td>
<td>50,000</td>
<td>PhP7.00</td>
<td>P350,000.00</td>
</tr>
<tr>
<td>First Day Cover</td>
<td>2,000</td>
<td>22.00</td>
<td>44,000.00</td>
</tr>
<tr>
<td>Souvenir Folder</td>
<td>1,000</td>
<td>185.00</td>
<td>185,000.00</td>
</tr>
<tr>
<td>Presentation Frame (19” x 23”)</td>
<td>1</td>
<td>3,400.00</td>
<td>3,400.00</td>
</tr>
<tr>
<td>Presentation Frame (11” x 14”)</td>
<td>1</td>
<td>1,000.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td></td>
<td></td>
<td>PhP583,400.00</td>
</tr>
</tbody>
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3. The above commemorative stamps and other philatelic products shall be prepared by the First Party and made available for circulation and distribution by the First Party beginning on the exact date of issue.
4. The Second Party shall pay the First Party on send-bill basis after complete delivery of the above commemorative stamps and other philatelic products.
5. It is further stipulated and expressly understood that existing postal laws, rules, regulations in so far as not inconsistent or modified by the Agreement, shall form part and parcel of the Agreement.

Date notarized: 3 March 2011

Board action: CONFIRMATION.
Memorandum of Agreement between the University of the Philippines Diliman and the IIEE Foundation, Inc. (IIEEFI)

Project: Compact Fluorescent Lamps (CFL) Testing Laboratory

Particulars:

Obligations of IIEEFI:

1. Finance and implement the renovation and improvement of the identified laboratory spaces in Juinio Hall (National Engineering Center Building) to be converted into the CFL Testing Laboratory;
2. Finance mutually agreed-upon research on and testing of CFL. In this regard, IIEEFI shall provide funds for the acquisition, installation, and maintenance of research equipment required by the aforementioned research or tests, including operational expenses;
3. Finance the application for and installation of a separate electrical service, and payment of the monthly electric bill of the CFL Testing Laboratory; and
4. Provide the University access to information and data obtained from testing, research, and development activities conducted in the CFLs Testing Laboratory, subject to a confidentiality agreement.

Obligations of the University:

1. Collaborate with, coordinate with, and assist IIEEFI in the planning, development and effective implementation of research and testing activities conducted in the CFL Testing Laboratory; and
2. The University agrees to allow IIEEFI the use of designated laboratory spaces in Juinio Hall (National Engineering Center Building) that would serve as the location of the CFL Testing Laboratory for the duration of the MOA, subject to the terms and conditions of a Supplemental Agreement, to be mutually agreed upon by both parties.

Effectivity: Valid for a period of three (3) years from date of execution, extendable for another three (3) years under mutually-agreed terms

Date notarized: 10 May 2011

Supplemental Agreement between the University of the Philippines Diliman and the IIEE Foundation, Inc. (IIEEFI)

Particulars:

1. Pursuant to Section II.B. of the MOA entered into for the purpose of conducting joint testing of and research on Compact Fluorescent Lamps (“CFL”), UPD agrees to allow IIEEFI the use of the laboratory spaces at the Ground and 2nd Floors of Juinio Hall (UP-NEC Building) consisting of Room 118 (20 x 8 – 160 sq.m.) and Room 216 (4 x 8 = 32 sq.m.) for the use of the CFL Testing Laboratory.
2. Pursuant also to Section II.B. of the aforementioned Agreement, the terms and conditions of IIEEFI’s occupancy Room 118 and 21 of Juinio Hall are herein set forth.
3. UP Diliman agrees to allow IIEEFI to use the above-mentioned described laboratory spaces under the following terms and conditions:
   a. IMPROVEMENTS. UPD agrees to allow IIEEFI to renovate and improve the designated laboratory spaces in Juinio Hall (National Engineering Center Building) to meet the requirements of and to convert the spaces into the CFL Testing Laboratory;
   b. ELECTRIC SERVICE. IIEEFI agrees to finance the application for connection and the installation of a new electrical service for the CFL Testing Laboratory, and to pay the monthly electricity bill for the new electrical service;
c. **UTILITIES.** UPD shall provide the CFL Testing Laboratory with water utility service, subject however to the policies on utilities management of the UPD. IIEEFI hereby agrees to pay the monthly charge for such utilities as determined by UP-NEC and the UP Diliman Utilities Monitoring Team;

d. **SECURITY SERVICES.** UPD is not required to provide any additional security for the CFL Testing Laboratory. The current security provision in place for Junio Hall shall remain unchanged. Any additional security provision required by IIEEFI shall be coursèd thru UPD and the latter may provide for it for the account of IIEEFI.

e. **USE OF THE PREMISES.** The designated laboratory spaces shall be exclusively used for the CFL Testing Laboratory. IIEEFI shall be responsible for keeping the said laboratory spaces and the adjoining areas clean and free from obstructions.

f. **PROHIBITION IN SUBLEASING AND TRANSFER OF RIGHTS.** IIEEFI shall not, directly or indirectly, sublease, assign, convey, mortgage, or in any manner alienate or dispose of or encumber its rights under this Supplemental Agreement, in whole or in part. Any contract or agreement made in violation of this provision shall be void ab initio.

g. **REPAIRS AND IMPROVEMENTS.** IIEEFI may undertake necessary repairs and introduce improvements, at its own expense, subject to the prior written approval of UPD. Permanent improvements, or those improvements the removal of which will damage the designated laboratory spaces for the CFL Testing Laboratory, shall automatically become property of UPD upon termination of the Supplemental Agreement.

UPD shall undertake necessary repairs on the leased premises in order to keep it suitable for the CFL Testing Laboratory. If the leased premises is destroyed by a fortuitous event during the effectivity of the Supplemental Agreement, the lease shall be extinguished. If the destruction is partial, IIEEFI may choose between a proportionate reduction of the consideration and a termination of the lease.

h. **COMPLIANCE WITH UP REGULATIONS.** IIEEFI shall fully and promptly comply with any and all rules and regulations promulgated from time to time by UPD, including but not limited to rules and regulations on cleanliness, security, safety, occupation and use of the premises, as well as all applicable University rules, regulations, and policies that are in effect or hereafter be implemented. In particular, IIEEFI shall at its own expense provide mechanical and acoustic damping to prevent the propagation of mechanical vibrations and audible noise generated by the laboratory to the other parts of the building.

i. **WARRANTY FOR PEACEFUL OCCUPATION.** UPD shall warrant the peaceful and continued occupancy and possession, by IIEEFI, of the designated laboratory spaces for the CFL Testing Laboratory.

j. **NON-LIABILITY CLAUSE.** The IIEEFI shall hold UPD harmless and free from any liability for damages to persons or property occasioned by its negligence or misconduct, of its employees and agents.

k. **TURN-OVER OF THE PREMISES.** Upon the expiration of the Supplemental Agreement, unless extended, IIEEFI shall immediately vacate and turn over, without need for demand, to UPD the possession of the laboratory spaces occupied by the CFL Testing Laboratory including its improvements and fixtures, which are of a permanent tenure.

l. **RESEARCH GRANTS.** For and in consideration of the use of the laboratory spaces for the CFL Testing Laboratory, IIEEFI agrees to provide UPD, without need of further demand,

1. A Monthly Research Grant of PhP14,400.00 payable in advance within the first five (5) days of each month to the UP Cashier’s Office; and
2. An Annual Research Grant of PhP334,080.00 payable at the end of each year of operation for the duration of the Supplemental Agreement. The monthly and annual Research Grants shall be used to support the research programs of the UP College of Engineering and the National Engineering Center.
m. SECURITY DEPOSIT. Upon execution hereof, IIEEFI shall deposit in cash the amount of PhP28,800.00 representing two (2) months advance of the monthly Research Grant, to secure the faithful compliance of IIEEFI of all the undertakings and obligations under the Supplemental Agreement and to answer for any damages to the premises, except normal wear-and-tear and damages due to fortuitous events.

This security deposit shall not bear interest and may be applied by IIEEFI to the Monthly Research Grant for the last two (2) months of the effectivity of the Supplemental Agreement, provided that it has no utility obligations at the beginning of the period constituting the last 2 months. Any amount due to UPD from IIEEFI upon expiration of the Agreement shall be given within a reasonable time.

Effectivity: Effective upon signing by the parties and shall remain in full force and effect for a period of three years

Date notarized: 10 May 2011

Board action: CONFIRMATION.

Memorandum of Understanding between the University of the Philippines Diliman through the Marine Science Institute (MSI) and the Institute of Environmental Science and Meteorology (IESM) and the DHI Water and Environment (S) PTE. LTD (DHISG)

Project: Research Collaboration

Particulars:

1. The Parties agree to collaborate with each other to achieve their Purpose through undertaking joint activities and encouraging projects;
2. Themes of collaborative activities, manpower, equipment, conditions of utilizing the results achieved, intellectual property rights, arrangement for specific visits, exchanges and other forms of cooperation will be negotiated separately at the onset of each project and shall be set out in the respective Project Agreements;
3. Both Parties agree that all financial arrangements will be negotiated on a case-to-case basis and will depend on the availability of funds for each separate project;
4. No Party will be obliged to enter into any definitive Project Agreement unless and until such a definitive Project Agreement has been negotiated, approved by the necessary management levels of the Parties and executed and delivered by authorized representatives of the Parties; and
5. The Parties agree that collaborative activities are related but not limited to:
   5.1 marine sciences and biology in tropical waters;
   5.2 oceanography in Philippines and South China Sea; and
   5.3 meteorological model for the Philippines and SE Asian region.

Effectivity: Effective on the date of its execution by the Parties and shall remain in force for a period of one (1) year unless earlier terminated by any Party. The MOU may be extended for such period and on such terms and conditions as may be agreed upon by the Parties.

Date notarized: 14 June 2011

Board action: CONFIRMATION.
Memorandum of Agreement between the University of the Philippines Diliman through the Asian Institute of Tourism (AIT) and the Tourism Infrastructure and Enterprise Zone Authority (TIEZA)

**Project:** Training/Providing Technical Assistance to TIEZA officials and staff in the implementation of TIEZA policies and procedures

**Particulars:**

*The UP shall:*
1. Provide technical assistance to TIEZA in the implementation or carrying out of the Implementing Rules and Regulations (IRR) on the designation and identification of Tourism Enterprise Zone (TEZ) and the grant of incentive therein;
2. Design training modules to ensure the competency and administrative efficiency of TIEZA as an Investment Promotion Agency; and
3. Designate its Asian Institute of Tourism as the lead college/unit in coordinating with the other colleges of the University, where the latter are involved in, the execution of specific projects required by the TIEZA.

*The TIEZA shall:*
1. Provide the necessary funds, facilities and administrative assistance in the conduct of training of TIEZA officials/staff on the implementation of its policies and procedures in the sustainable management of TEZA. Fund to be provided by TIEZA to the UP shall be on a per project basis subject to consultations/negotiations with participating UP colleges and faculty;
2. Provide the necessary inputs to the scoping and substantive review of documents particularly on matters relative to tourism enterprise zone development and other aspects that the TIEZA has expertise on; and
3. Coordinate with UP in the formulation and review of policies, guidelines or procedures that may affect the planning and implementation of TIEZA programs and projects.

**Effectivity:** Effective for a period of three (3) years

**Date notarized:** 18 April 2011

**Board action:** CONFIRMATION.

UP Manila

Memorandum of Agreement between the University of the Philippines Manila – College of Public Health (UPM-CPH) and the Department of Health (DOH)

**Project:** Development of Training Modules for the Project: “Demonstrating and Promoting Best Techniques to Reduce Health Care Wastes and to Avoid Dioxins and Mercury Releases”

**Implementing Unit:** College of Public Health, UP Manila

**Particulars:**

The DOH implements and serves as the Executive Agency for the UNDP-GEF assisted project which intends to demonstrate and promote best practices and techniques for healthcare waste management in order to minimize or eliminate releases of persistent organic pollutants (such as dioxins) and mercury to the environment.

The DOH recognizes the need for an enhanced training program, the UP Manila – College of Public Health also sees the need to support the DOH in training its staff and local partners, having the expertise and resources for the development of an effective training course on Health Care Waste Management.
Responsibilities of DOH:
1. Exercise overall supervision to the project;
2. Provide relevant materials as maybe needed by UP Manila–CPH in the performance of the work;
3. Coordinate with UP Manila–CPH regarding project updates, schedule, activities, issues and other matters;
4. Review outputs submitted by UP Manila – CPH and provide immediate and timely feedback;
5. Administer the conduct of six training courses on healthcare waste management, establish training policies and identify LGU and government hospitals which are recipients of the training and the personnel/participants to be trained in coordination with UP Manila-CPH;
6. Be a principal signatory of the Certificates of Attendance or Certificate of Training; and
7. Accept the outputs of UP Manila-CPH and recommend release of payment by UNDP based on the financial arrangements.

Responsibilities of UP Manila-CPH:
1. The UP Manila-CPH thru a designated Program Coordinator shall manage the Funding Support;
2. Review the existing training guide of the DOH, the revised draft manual on Health Care Waste Management of DOH and the UNDP-GEF Master Training Curriculum and core competencies on HCWM as reference for the development of the modules;
3. Develop training course and revise the design, modules, manual powerpoint presentations and text based on the results of the training evaluation;
4. Involve a pool of subject matter experts to assist in the design of the training curriculum;
5. Act as resource person during the six training courses that will be administered by the DOH; and
6. In collaboration with DOH, UP Manila-CPH may offer the HCWM training as a course for hospital personnel. The same course shall be offered to other interested parties, i.e., health-care related service providers and individual health professionals after 2011.

Effectivity: Effective upon signing of the Parties and shall continue to become effective within the duration of the Healthcare Waste Management Project in accordance with the annual operational plan.

Date notarized: 7 January 2011

Board action: CONFIRMATION.

Contract Service between the University of the Philippines Manila and the GMA Network, Inc. (GMANI)

Project: Newborn Screening Commercial Placement

Particulars:
1. GMA in accordance with the schedule of airing of radio commercials shall render radio commercial placement during top rating radio shows and placements for:
   1.a. 30-seconder placement/airing for 30 days with intervals of 30 minutes;
   1.b. live mention/announcement to be made by the anchor/s or announcer/s during the program where the radio commercial will be aired; and
   1.c. simultaneous airings with partner/ regional stations nationwide.

2. GMA shall provide the number of spots based on the given budget, show preferences, and placements.

Amount of the Contract: UP Manila shall pay GMA the amount of Five Million Pesos (PhP5,000,000.00) inclusive of taxes.

Mode of Procurement: Direct Invitation – Single Responsive Bid

Period of the Contract: Thirty (30) Calendar Days upon acceptance of Notice to Proceed.
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.

Date notarized: 17 February 2011

Board action: CONFIRMATION.

UP Los Baños

Marketing Agreement between the University of the Philippines Los Baños and the ADAM Farms and Agricultural Resource Management Services, Inc.

Project: Distribution and Promotion of MYKOVAM as an effective biological fertilizer for forest trees, upland crops and fruit trees

Implementing Unit: National Institute of Molecular Biology and Biotechnology (BIOTECH), UP Los Baños

Particulars:

**UPLB through BIOTECH shall:**

1. Produce Mykovam biofertilizers to be supplied to ADAM at the pick-up price of PhP50.00 pesos per kilogram and subject to 10% increase every year;
2. Supply ADAM with electronic copies of the product literature for reproduction;
3. Prioritize the volume requirement of ADAM in the allocation of its production;
4. Work closely with ADAM in mapping out strategies to meet the future requirements in the area; and
5. Provide for free an additional 50kg of MYKOVAM for every purchase of 1,000kg, which shall be used by ADAM for techno-demo and marketing promotion.

**ADAM shall:**

1. Procure every month from BIOTECH at least 2,000 kilograms of MYKOVAM in accordance with the pick-up price of PhP50.00/kilogram subject to 10% increase every year;
2. Shoulder the shipping cost of the products ordered;
3. Shoulder the expenses for taxes, licenses, fees, clearances and other similar expenses in relation to the marketing and distribution of MYKOVAM;
4. Deposit payment to the bank account of UPLB at least 15 days before the scheduled release by UPLB of the fertilizer to the forwarder appointed by ADAM;
5. Not undertake, nor cause or tolerate, the dilution or mixture of MYKOVAM with any other substance and/or repacking, repackaging, remixing or other revising of the original product packaging or label without clearance from BIOTECH-UPLB, except the indication of the caption “Distributed by ADAMS, Inc.” Furthermore, third party dealers of ADAM are not allowed to modify the contents of MYKOVAM and label provided by ADAM;
6. ADAM is liable of any violation committed by the third party dealers; and
7. ADAM will allow BIOTECH to sell MYKOVAM to walk-in farmers from Mindanao who want to buy MYKOVAM at BIOTECH offices provided the sales volume should not exceed five (5) kilograms per farmer.

Effectivity: Effective upon signing of the contract by both parties and shall continue to be in force and effect for a period of three (3) years from 1 April 2011 to 31 March 2014.

Date notarized: 2 April 2011

Board action: CONFIRMATION.
UP Open University

Memorandum of Understanding between the University of the Philippines Open University and the University of South-East Asia (USEA)

Project: International Academic Cooperation

Particulars:

**UPOU and USEA agree to the following terms and conditions:**

1. UPOU and USEA have agreed to explore opportunities for collaboration in the following areas:
   1.a. To establish a program for academic and research cooperation in areas of mutual interest;
   1.b. To promote mutual academic cooperation in research and training;
   1.c. To promote mutual consultation, sharing of knowledge and information among faculty members and students, as may be allowed by the policies of their respective universities;
   1.d. To promote mutual enrichment programs at the graduate level where the students can cross-enroll into the courses that UPOU offers, and which can be credited to the academic programs at USEA;
   1.e. To promote mutual exchange studies for faculty and students at the USEA and UPOU, subject to such terms and conditions mutually agreed upon by both Parties; and
   1.f. To engage in the exchange of academic materials published by the respective universities.

2. Each University shall respect the academic freedom of each other to utilize any intellectual output according to their respective academic and research policies, programs and thrusts, subject to the copyright policies of both universities;

3. That in support of the intent of the MOU, both parties agree to elaborate 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;

4. The cooperation between UPOU and USEA shall be based on the principles of mutual benefit and respect for each other’s independence. It is therefore agreed that each and every activity undertaken under the MOU is approved by the appropriate officials at each institution and must fall within their respective academic and fiscal constraints;

5. The signatories will make every reasonable effort to provide the necessary resources within the limits prescribed by the law for the successful execution of the program;

6. The student exchange program will be open to graduate (including research degree) students, provided they have already completed at least one (1) year of continuous study at their home institution before the exchange year;

7. The home institution will screen applicants for exchange. The host institution will reserve the right to make final judgments on the admissibility of each student nominated for the exchange, subject to the admission policies of the host institution;

8. All modules or learning materials and any research/project outputs produced by virtue of and pursuant to the Agreement shall be owned by the Party responsible for creating it. If jointly created, then both Parties shall jointly own the copyright. 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 the Agreement. Each Party shall respect the academic freedom of the other in utilizing any intellectual output in accordance with their respective academic policies, programs and thrusts.

**Effectivity:** Effective upon signing and may be modified by means of common written consent on the part of the signatories or their designated representatives.

**Date notarized:** 8 March 2011

**Board action:** CONFIRMATION.
Memorandum of Understanding between the University of the Philippines Open University and the Centro Escolar University (CEU)

**Project:** Educational and Scientific Cooperation

**Particulars:**

1. The Parties, wishing to enhance the existing cooperative relations between them, join in the Agreement on educational and scientific cooperation;
2. To the extent feasible, the Parties shall encourage contact and cooperation among their faculty members, departments and research institutions under the provisions of the Agreement;
3. The Parties shall endeavor to cooperate in education and research;
4. Within fields that are mutually acceptable and subject to the requirements of each Party’s own academic programs, research activities and other academic undertakings, the following forms of cooperation may be pursued:
   - Joint research;
   - Consultancy Services;
   - Exchange of Information, including, but not limited to research publications;
   - Participation in seminars, lectures and academic meetings; and
   - Exchange of faculty for part-time teaching.
5. Both Parties shall identify specific academic projects that they may decide to undertake collaboratively within the period of effectivity of the Agreement;
6. In the case of part-time teaching of the faculty of one Party in the other, the rules and procedures governing such activity are embodied in the MOU which shall form an integral part of the Agreement;
7. Acknowledging that both Parties have invested in the development and training of their respective faculty members and academic personnel, the Parties agree not to solicit for employment or “pirate” each other’s faculty members and academic personnel. Any recruitment of a faculty shall require the prior written consent of the Party to which the faculty member belongs, subject to the following pre-requisites:
   - Transfer of the faculty shall not result in the disruption of ongoing academic programs or projects of his/her university;
   - Transferring faculty shall be required to settle any outstanding obligations with his/her University and
   - Recruiting university shall be required to guarantee the payment of any outstanding obligations of the said faculty, in behalf of the latter’s university.
8. Nothing contained or implied in the MOU shall constitute or be deemed to constitute a partnership between the Parties;
9. All research/projects outputs, discoveries and/or inventions/innovations produced by virtue of and pursuant to the Agreement 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 agreements, subject to the Parties’ respective policy guidelines on the matter, which shall form integral part/s of the MOU. Each Party shall respect the academic freedom of the other party in utilizing any intellectual output in accordance with the academic policies, programs and thrusts of each institution;
10. Any publication arising from the activities undertaken by virtue of and pursuant to the MOU shall clearly establish and identify the name of the Parties as the source of the output. All reports pursuant to the MOU shall identify, recognize and include in the report, the names of the principal authors, researchers and/or project leaders;
11. Both Parties understand that all financial arrangements shall be negotiated and shall depend on the availability of funds; and
12. In order to ensure proper implementation and management, each Party shall appoint a representative to act as liaison officer for purposes of the MOU.

**Effectivity:** Effective upon signing by the Parties and shall remain in force for a period of three (3) years subject to annual review, without prejudice to renewal upon mutual agreement of the Parties.

**Date notarized:** 30 March 2011

**Board action:** CONFIRMATION.
Memorandum of Understanding between the University of the Philippines Open University and the Sto. Domingo Elementary School (Sto. Domingo)

Project: Activities on Environmental Management

The Project shall target selected elementary schools, high schools and out-of-school youths [OSY].

The goal is to promote and advocate for environmentalism in schools and communities through a core group of selected students and OSY who will be called “UPOU Earth Ambassadors”.

They will help promote awareness in their schools and in their communities about the importance of sustainable environmental management.

Objectives:

1. To empower Earth Ambassadors to have the knowledge and skills to be stewards of the environment;
2. To train the Earth Ambassadors on the use of various media in its advocacy to protect the environment;
3. To identify and implement projects that will mitigate climate change and environmental degradation; and
4. To promote environmental conservation and management in schools and communities.

Responsibilities of UPOU:

The UPOU shall:

1. Organize events such as fora, convention, training, nature trips/trails, story telling, lectures, tree planting, etc.
    to sustain interest and improve the knowledge of the Earth Ambassadors on environment conservation and protection;
2. Hold Film showings on environment conservation and protection for the duration of the Project;
3. Hold Poster-Making Contest and similar contests to tap creativity of the Earth Ambassadors on environment management;
4. Train the earth ambassadors on the use of various media in promoting environmental awareness; and
5. Monitor the activities of the Earth Ambassadors.

Responsibilities of Sto. Domingo:

Sto. Domingo shall assist the UPOU’s efforts related to environmental management by:

1. Encouraging its pupils to participate in activities related to environmental management;
2. Encouraging its teachers to have an active involvement in the activities of the UPOU Earth Ambassadors and other activities related to environmental management;
3. Promoting capacity-building among its teachers and students on environmental management; and
4. Helping advocate for environmentalism in school and in their own community.

Effectivity: Effective immediately upon signing by the parties and shall remain in effect until terminated by either Party, subject to a mandatory prior written notice period of at least thirty (30) days.

Date notarized: 8 March 2011

Board action: CONFIRMATION.
**Contracts of Lease**

**UP System**

**Memorandum of Agreement between the University of the Philippines (Lessor) and the Ayala Land, Inc. (ALI) (Lessee) for the University of the Philippines Diliman East Campus Development Project**

On 29 July 2010, the Board of Regents at its 1258th meeting approved the Terms of Reference on the Prequalification and Bidding for the Development of the University of the Philippines Diliman East Campus Property.

The UP Diliman Land Use Plan designates for Commercial Use the East Campus Property, a 7.4-ha. (approx.) area at the east campus boundary along Katipunan/C-5 Avenue, which includes the site currently occupied by the UP Integrated School (UPIS). The project entails the construction by the proponent, as a donation, of new high school buildings of the UP Integrated School at the present site of the decommissioned Narra Dormitory. This will in turn allow for the development of the vacated UPIS site into mixed-use retail and office development and academic-support facilities, consistent with the UP Diliman campus setting and academic development goals. The project will involve the relocation and improvement of UPIS in a more suitable location within the main campus, and the development of the vacated UPIS property as an appropriately-scaled mixed-use facility.

The proponent will donate an amount of not less than PhP220 Million for the relocation of the UPIS high school and upgrade of other UPIS facilities. The vacated UPIS property will then be developed into an integrated mixed-use facility compatible with the UP Diliman campus character, and demonstrably consistent with a University-town concept of development.

The Board of Regents at its 1259th meeting on 27 August 2010 noted the recommendation of the Office of the Vice-President for Development on the schedule of activities for the call for proposals for the development of the University of the Philippines East Campus Property. On 01 September 2010, former UP President Dr. Emerlinda R. Roman, through Administrative Order No. PERR 10-048, created the Special Bids and Awards Committee (SBAC) that would carry out the prequalification and evaluation of proposals for the UP Diliman East Campus Development Project.

Five (5) proponents submitted prequalification applications and of these only three (3) passed prequalification. Of these three, two (2) submitted the requisite technical and financial proposals (Ayala Land and SM Land). Upon evaluation of the SBAC’s Technical Evaluation and Financial Evaluation Subcommittees, the proposal submitted by Ayala Land Inc. was found more advantageous to the University. Upon the recommendation of the SBAC, the Board of Regents, at its 1266th meeting on 27 January 2011 approved the award of the project to Ayala Land Inc. On 28 January 2011, former President Emerlinda R. Roman officially notified Ayala Land Inc. of the BOR’s decision, which prompted the drafting of the Lease Agreement (Contract of Lease with Development Obligations) between the University of the Philippines (Lessor) and Ayala Land Inc. (Developer/Lessee).

After months of negotiations, the Lease Agreement between the University of the Philippines and Ayala Land Inc. for the UP Diliman East Campus Project was signed by the parties on 22 June 2011. The provisions of the Lease Agreement are in accordance with the Board-approved Terms of Reference and the lessee’s Development Proposal. Following is a summary of project features as embodied in the Lease Agreement:

<table>
<thead>
<tr>
<th>UP Diliman East Campus Project</th>
<th>Contract Provisions/Project Features</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Land Area</td>
<td>7.4 hectares</td>
</tr>
<tr>
<td>Project</td>
<td>Mixed Use Retail and Office Development/ University Town</td>
</tr>
<tr>
<td>Signing of Lease</td>
<td>22-Jun-11</td>
</tr>
<tr>
<td>Project Opening</td>
<td>2013</td>
</tr>
<tr>
<td>Gross Floor Area</td>
<td>86,746 sq.m.</td>
</tr>
<tr>
<td>Lease Term</td>
<td>25 years, renewable subject to mutual agreement of parties</td>
</tr>
<tr>
<td>Start of Lease</td>
<td>18 months from turnover of land</td>
</tr>
<tr>
<td>One-Time Upfront Rent</td>
<td>PhP 400 Million – 01 December 2011</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>Rental Payment</td>
<td>17% of gross rental income or minimum PHP 215.65 per sq.m. of gross usable land area of 7.4 hectares less easement</td>
</tr>
<tr>
<td>Escalation</td>
<td>5% per annum after first full year of operation</td>
</tr>
<tr>
<td>Leaseable Space</td>
<td>70,888 sq.m.</td>
</tr>
<tr>
<td>Total Nominal Value of Rent</td>
<td>PhP 8.504 Billion</td>
</tr>
<tr>
<td>Total NPV</td>
<td>PhP 2.283 Billion</td>
</tr>
<tr>
<td>Net Present Value per sq.m.</td>
<td>PhP 30,855.23</td>
</tr>
<tr>
<td>Donation</td>
<td>PhP 220 Million</td>
</tr>
<tr>
<td>TOR: Donation of modern completely finished and equipped buildings costing no less than PHP 180M, the design and specifications of which shall be dictated by the University, provided that gross enclosed floor area shall not be less than 9,000 square meters. Allocation of at least an additional PHP 40M for rehabilitation and upgrading work on other UPIS facilities. Integration of sustainability features (e.g., green/open spaces) that are in full compliance with acceptable environmental guidelines.</td>
<td></td>
</tr>
<tr>
<td>Compliance with Laws/Ordinances</td>
<td>LESSEE shall secure on its own account all permits and licenses</td>
</tr>
<tr>
<td>Delivery Conditions</td>
<td>LESSOR to provide plans &amp; designs for UPIS relocation site and buildings; secure relevant approvals and authorizations relative to relocation of UPIS.</td>
</tr>
<tr>
<td>Permanent Improvements</td>
<td>LESSOR to become owner of permanent improvements at end-of-lease (mixed-use development). LESSEE to guarantee that all buildings and facilities are in condition acceptable to the University.</td>
</tr>
</tbody>
</table>

(The contract in its original form is on file at the OSU Records Section.)

**Board action:** CONFORMATION.

**UP Diliman**

**Contract of Lease between the University of the Philippines Diliman and the Creative Cuisine, Inc. (Lessee)**

**Lease Area:** 157 sq.m. area designated as the Toyota –Asian Center Cultural Center Coffee Shop, Magsaysay Avenue cor. Fernando Guerrero St., UP Diliman

**Rental Rate:** PhP70,000.00 (first 12 months) plus 12% VAT  PhP77,000.00 (last 12 months) plus 12% VAT

**Particulars:**

1. Upon signing of the Contract, Lessee shall deposit in cash a non-interest bearing Security Deposit with UPD Cashier’s Office, through the Business Concessions Office, the following amount: The equivalent of two (2) months rent or PhP140,000.00; and
2. The security deposit shall be increased in amount each year to correspond with the existing monthly rental for that year.
Lease Period: Two (2) years commencing 1 February 2011 until 31 January 2013

Date notarized: 4 March 2011

Board action: CONFIRMATION.

The Board DEFERRED action on the following:

Confirmation by the Board of the Cancellation of the Building Project (UP Cebu South Road Property (SRP) Project)

On 24 March 2009, the City of Cebu, through a Deed of Donation, conveyed the 51,372-sq.m. SRP in favor of the University of the Philippines. The Board of Regents, at its 1260th meeting on 24 September 2010, approved the UP Cebu Campus Land Use and Development Plans, which included that of the SRP Property. On 29 May 2009 at its 1243rd meeting, the UP Board of Regents approved the said Deed of Donation. Among the conditions set forth in the Deed include the following:

1. UP shall construct the relevant facilities to enable UP Cebu to offer a Master’s Degree in Business Administration (MBA) evening program and continuing education in the English Language.

2. UP shall consider offering relevant programs in the fields of computational science product design and packaging, communications design, management, sciences, mathematics and the arts and humanities for the Visayan and ASEAN regions.

3. UP shall accomplish these undertakings within a period of three (3) years from the date of execution of the Deed of Donation.

The Deed further provides that should the terms and conditions of the donation remain uncomplied with after the expiry of the three-year period, or when the property is used for purposes or intentions other than that for which the donation was made, the donation shall be rendered ineffective and automatically rescinded.

On 24 September 2010, at its 1260th meeting, the UP Board of Regents approved the UP Visayas – Cebu College Land Use Plan, which included that of the SRP campus.

Over the past two years since the effectivity of the donation, the University of the Philippines has prepared a Land Use Plan and a Master Development Plan for the SRP and designated appropriate uses consistent with the intention of the Deed. UP has constructed a fence to enclose the property and provides 24/7 security in the area. The UP Cebu MBA program is in place, provisionally conducted in the Lahug campus, with plans for deployment and expansion in the SRP campus as soon as the buildout of appropriate facilities are complete.

The initial phases of development and construction are currently being reviewed in the context of the Master Development Plan. Signing of the Construction Agreement with a prospective contractor for the first building has been put on hold as options for more appropriate site and design are being considered, based on an integrated approach and in stricter compliance with government procurement regulations.

On 23 June 2011, in a letter sent to Mayor Rama of Cebu City, President Pascual sought the approval of the City Government of Cebu for an extension of one (1) year of the period stipulated in the Deed of Donation within which the University shall accomplish the conditions for the use of the 51,732-sq.m. South Road Property. This extended period would allow UP to implement a more comprehensive development for the UP Cebu SRP Campus.

On 24 June 2011, a letter was sent to Mr. Rodolfo M. Mondares of R.M. Mondares Construction, prospective contractor of the first building at the UP Cebu SRP, informing him that practical and financial considerations have prompted UP to modify the design of the construction project, and that the University has decided not to proceed with the project as bid out.
On 13 July 2011, President Pascual (through Administrative Order No. PAEP 11-44) constituted a Special Bids and Awards Committee (SBAC) to administer the prequalification and bidding process and recommend an award for the construction of the first building in the UP Cebu SRP Campus.

Soil testing is being coordinated with UP Cebu. The OVPD Office of Design and Planning Initiatives (ODPI) will send a structural engineer to UP Cebu to carry out technical assessment. Drawings and specifications are being finalized by ODPI in preparation for the bidding process.

Confirmation by the Board of the Decision of the President NOT TO SIGN the Contract with Duros Corporation Effectively Disapproving the Award to the Said Developer (UP Cebu Lahug Campus Academic Support Complex)

On 24 September 2010, at its 1260th meeting, the UP Board of Regents approved the UP Visayas – Cebu College Land Use Plan, which included that of the UP Cebu Lahug campus. In the same meeting, the Board of Regents also approved the Terms of Reference for the Proposed UP Visayas Cebu College Lahug Campus Mixed-Use Academic Support Services Complex, for the planning, management and development of approximately 32,673.45-sq.m. property at the Lahug Campus, under a Build-Operate-Transfer (BOT) arrangement.

In the course of the bidding process conducted by UP Cebu (November 2010 – February 2011), records show that the BOR-approved Terms of Reference (TOR) had been revised to include among others, a reduction in the project area (from 3.2 to 2.2 hectares). The new TOR, which formed the basis for the evaluation of bids and the recommended award, had never been endorsed and presented to the BOR for approval.

Moreover, the original BOR-approved TOR specified that the consideration for the use of the property shall be periodic lease rental payments. The Build-Operate-Transfer Agreement provides for compensation in the form of buildings, contrary to the approved TOR.

Due to the foregoing deficiencies, said project and the associated Build-Operate-Transfer Agreement had not been signed by the President.

The Office of the Vice-President for Development (OVPD) has recommended that a rebidding be conducted for the project, on the basis of definitive Terms of Reference (TOR) approved by the Board of Regents (BOR), and implemented in accordance with University policy and applicable procurement rules.

ADMINISTRATIVE MATTERS

Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Dr. GISELA P. CONCEPCION, Professor 8, Marine Science Institute, College of Science, UP Diliman, Effective 1 June 2011 until 31 May 2012

Dr. Concepcion is known for her tireless efforts in spearheading the PAASE campaign to acquire more significant government support for S&T. Her lobbying resulted in the allocation of PhP500M for the UP Diliman-based National Science Complex (NSC) and more funding for MS and PhD scholarships. The total funding to date for the NSC is PhP1.7 Billion. Lately, she worked to simplify the Balik Scientist Program process so that the foreign-based scientists could return as Balik Scientists to add to the mentoring capabilities of the universities. She continues to help improve the research capabilities of many colleagues in the science community, not just in her home institution, by managing the Biophysicochemical Techno Incubation Core Facility of the National Science Complex, making available to thesis students and researchers equipment required to pursue their research. Her efforts to increase the science awareness of the general public is best exemplified by the weekly Philippine Star column STAR SCIENCE which was her brainchild and which she has continued to run for more than six years with articles contributed by her and fellow scientists.
More recently, she established and has been co-editor of the online, free access, broad coverage, scientific journal PHILIPPINE SCIENCE LETTERS (PSL), which aims to showcase the work of Filipino scientists here and abroad. PSL is well-patronized by scientists from UP and other universities and is now ISI-listed.

In research, together with local and US collaborators, her group has isolated and reported the greatest number of significantly bioactive marine natural products in the country. In the DOST-funded AMOR (Antibody and Molecular Oncology Research) program, she succeeded in producing antibody-targeted drug delivery-packaged marine compounds, determining their cellular and molecular targets and showing proof of principle or efficacy in an animal model. She currently leads the DOST-funded PharmaSeas Marine Drug Discovery Program and the local component of the Philippine Mollusk Symbiont-ICBG program funded by the US-NIH-Fogarty International.

Dr. Concepcion is also a pioneer in moving marine natural products drug discovery forward by addressing the issues of marine bioprospecting agreements. She strived hard and succeeded in having the first Commercial Research Agreements for marine bioprospecting signed under the country’s bioprospecting regulations (EO 247, Wildlife Act). Recently, her efforts led to the signing of the Memorandum of Understanding for the Conduct of Academic Research (MOU-CAR) between the UP System and the Department of Agriculture. As a member of the Philippine Genome Center team, where she is the Coordinator of the Biodiversity Program, she is working towards completing a draft of the Philippine Genome Center Bill to be filed in Congress.

Board action: APPROVAL.

Request for Temporary Waiver of Faculty Tenure Rule in Favor of Dr. DENNIS V. UMALI, Assistant Professor, Department of Veterinary Clinical Sciences, College of Veterinary Medicine, UP Los Baños, Effective 1 June 2011 until 31 October 2011

The recommendation for Dr. Umali’s tenure is already in process. Last semester, the same request was approved by the Board of Regents while waiting for his publication to come out. His article was published in Vol. 47, No. 2 (December 2010 issue) of the Philippine Journal of Veterinary Medicine (PJVMS), an ISI-indexed scientific journal.

Dr. Umali, a magna cum laude graduate, was appointed Assistant Professor on 1 November 2007. During his first four (4) semesters, as a teacher, he obtained satisfactory ratings from his students.

The request is being made as a stop-gap measure while Dr. Umali’s papers for tenure are still being processed.

Board action: APPROVAL.

Request for Temporary Waiver of Faculty Tenure Rule in Favor of Asst. Prof. AL-FRANCIS D. LIBRERO, Assistant Professor 3, Faculty of Information and Communication Studies, UP Open University, Effective 1 June 2011 until 31 October 2011

This waiver is being sought as a stop-gap measure while Prof. Librero’s papers for tenure are still being processed.

Board action: APPROVAL.

Request for Temporary Waiver of Faculty Tenure Rule in Favor of Dr. FRANCISCO CHUNG, JR., Associate Professor 2, UP Manila, Effective 1 June 2011 until 31 October 2011

Assoc. Prof. Chung’s recommendation for tenure is in process. His paper entitled “Positron Emission Tomography Imaging of Tissue P-glycoprotein Activity During Pregnancy in the Non-Human Primate” has been published at the British Journal of Pharmacology on 4 September 2009.

Board action: APPROVAL.
Request for Temporary Waiver of Faculty Tenure Rule in Favor of Dr. CHRYSLINE MARGUS N. PIÑOL, Assistant Professor of Physics, Institute of Mathematical Sciences and Physics, UP Los Baños, Effective 1 June 2011 until 31 October 2011

Dr. Piñol started serving the University as a faculty member on 5 June 2003. She attained the rank of Assistant Professor on 10 June 2008 upon attainment of a master’s degree in Physics from UP Diliman in April 2008. She is due for tenure by 10 June 2011 as a codal requirement. Her temporary appointment as Assistant Professor for the period 1 June 2010 until 31 May 2011 was supposed to be her last year of appointment on temporary status. Prof. Piñol was on study leave with pay with full-time DOST ASTHRDP scholarship from 1 November 2008 to 31 May 2011 for the doctoral degree in Physics at the National Institute of Physics in UP Diliman. She graduated with the PhD degree on 17 April 2011.

Dr. Piñol has consistently received very high evaluation ratings from her peers and supervisors, an indication of her active participation in Institute and college activities. Her overall rating of teaching performance (from the time that she started teaching in the University until the first semester 2006-2007) was a high 1.47 which was further improved with 1.41, 1.60, and 1.35 from the first semester AY 2007-2008 until the first semester AY 2008-2009. Dr. Piñol has the making of an effective teacher. She has been very conscientious in developing powerpoint lectures, visual aids and videos and in co-authoring laboratory manuals for several Physics subjects which were shared to several faculty members and students. She can be a prolific mentor to young faculty members as well.

Dr. Piñol’s record shows that she attended several conferences and seminars for professional advancement. She also published a number of papers in refereed proceedings and recently authored papers in ISI-indexed refereed journals where she is the lead author (an important satisfaction of tenure rules).

Her newly acquired specialization (Computational Physics) fits the staffing plan of the Institute. Certainly, Dr. Piñol will be an important addition to the roster of tenured faculty members in IMSP since the Institute needs a good number of PhD holders in Physics consistent with its plans for research and instructional development, and to enable it to regain its status as a CHED Center of Development of Physics.

The request for temporary waiver is being requested to allow sufficient time for processing of Dr. Piñol’s tenure papers during the period 1 June 2011 to 31 October 2011 without unduly causing a gap in her service record in the University.

Board action: 

APPROVAL.

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Asst. Prof. IVY AMOR F. LAMBIO, Assistant Professor 2, Institute of Biological Science, College of Arts and Sciences, UP Los Baños, Effective 1 June 2011 until 31 October 2011

Asst. Prof. Lambio obtained her degree in Master of Science in Botany on 7 November 2007. The date of her original appointment as Assistant Professor 1 is 15 February 2008. During the 2010 UP Merit Promotions, Asst. Prof. Lambio was awarded 1 step promotion to Assistant Professor 2.

Her publication entitled “Leaf size zonation pattern of woody species along the northeastern altitudinal gradient of Mount Makiling, Luzon Island, Philippines” in Asia Life Sciences Volume 20, Number 2, 2011 was released in March 2011.

Asst. Prof. Lambio’s basic paper for tenure was approved by the CAS Executive Committee on 24 March 2011 meeting. Since processing of her basic papers for tenure will take a few months, a request for renewal of her temporary appointment as Assistant Professor is deemed necessary.

Asst. Prof. Lambio is a very conscientious teacher, always prepared before coming to class on time and poses challenging activities to her students. She regularly improves her lessons and includes the latest information about the different topics to be discussed. These traits are clearly manifested on the numerous positive comments given by
the students in her SET. She is very cooperative and performs efficiently whatever task is assigned to her especially in committee works. She is an asset to the Environmental Biology Division and to the Institute of Biological Sciences.

Board action: APPROVAL.

Request for Temporary Waiver of Faculty Tenure Rule in Favor of Asst. Prof. JERRY HERVACIO G. SALVADOR, Assistant Professor 2, UP Cebu, Effective 1 June 2011 until 31 May 2012

Asst. Prof. Salvador will be on his 4th year of service starting 1 June 2011 without tenure. He has a track record of peer-reviewed publications during his stints in research institutions elsewhere in the past. Also, he has proven himself as an expert in his own field, which is, remote-sensing and geology, being participant in past DOST projects (e.g., Pinatubo eruption). It is during his time at UP Cebu that he was not able to publish a paper related to his field. Instead, he successfully instituted two (2) courses, one GE course and another elective course in the Natural Sciences and Mathematics Division (NSMD) and the Department of Computer Science (DCS), respectively. He also cooperated with another faculty member to institute a third elective course in the DCS. All these courses are newly-offered in UP Cebu, 2009-2010. Thus, while he postponed publication, he produced new courses for the College. Prof. Salvador therefore was not remiss of his duty as a scholar as he has already proven himself as one who can publish scientific articles in the past as well.

At this time of writing, only two (2) faculty members in UP Cebu had experienced instituting new courses in UP Cebu, which were key elements that allowed UP Cebu to become an autonomous college. Asst. Prof. Salvador is one of these faculty members. He is efficiently running the ILC with several activities already conducted during the year. With these productive engagements, there is no hesitation in requesting for a waiver of the tenure rule so he can continue teaching and transferring his expertise in instituting new courses to other faculty members, particularly GE courses. At this time, he already submitted a paper for scientific publication and hopefully this will come out before AY 2011-2012 ends.

Board action: APPROVAL.

Request for Temporary Waiver of Faculty Tenure Rule in Favor of Asst. Prof. ERWIN C. ESCOBAR, Assistant Professor 2, Department of Engineering Science, College of Engineering and Agro-Industrial Technology, UP Los Baños, Effective 1 June 2011 until 31 October 2011

Asst. Prof. Escobar has already satisfied the minimum requirements for faculty tenure, namely: (a) degree in Master of Science in Chemical Engineering; (b) high student evaluation ratings, and (c) publication in refereed journal entitled “Biodiesel Production from Jatropha curcas L. Oil by Transesterification with Hexane as Cosolvent” published at the Philippine Journal of Crop Science Volume 33 No. 3 dated December 2008.

The College imposes board examination as additional requirement for tenure.

Due to a heavy teaching load assigned to Asst. Prof. Escobar, he was not able to take the board examination. Nearing the end of his three-year appointment as Assistant Professor, the Department decided to waive the board examination requirement for his tenure due to exemplary performance in teaching and having been awarded the CEAT Outstanding Junior Faculty for 2011. However, the Department failed to submit the documents required for his tenure before the end of his appointment due to lack of medical examination. Asst. Prof. Escobar was on teacher’s leave last summer and reported for work only on 6 June 2011.

This request is made as a stop-gap measure while recommendation papers for his tenure are still in process.

Board action: APPROVAL.
Request for Temporary Waiver of Faculty Tenure Rule in Favor of Asst. Prof. JEANETTE S. DESLATE, Assistant Professor 5, Department of Management, College of Management, UP Visayas, Effective 1 June 2011 until 31 May 2012

Asst. Prof. Deslate already submitted a paper entitled, Education for Capacity Building – A Key to Sustainable Shelter which is currently under review for publication in Danyag, a peer reviewed journal of UP Visayas. A feedback from the Danyag Executive Director has been given to her to work on her manuscript per letter dated 17 March 2011.

She has shown a dedicated and efficient service as a faculty member, handling Management and Urban Planning courses for the last three (3) years in the University. This is evidenced by an average rating of 1.79 (Very Good) in the students’ evaluation for the courses she handled in the first and second semesters, 2010-2011 and 1.98 (Very Good) from the student evaluation in the First and Second Semester of AY 2009-2010.

The UPV Academic Personnel and Fellowships Committee, in its 11 May 2011 meeting, recommends the grant of waiver of Article 178 in favor of Asst. Prof. Jeanette S. Deslate, Assistant Professor 5, Department of Management, CM, UP Visayas, effective 1 June 2011 until 31 May 2012 to enable UPV to renew her appointment.

Board action: APPROVAL.

Request for Temporary Waiver of Faculty Tenure Rule in Favor of Dr. MANOLITO E. BAMBASE, Jr., Assistant Professor 3, Chemical Engineering Department, College of Engineering and Agro-industrial Technology, UP Los Baños, Effective 1 June 2011 until 31 October 2011

Dr. Bambase has been re-employed effective 15 September 2008 and will be on his third year term on 15 September 2011. He is the lead faculty of the “Materials Engineering Cluster” of the Department. He is also the Chair of the department’s laboratory committee, in-charge of the operation and maintenance of the department’s Gas chromatograph, HPLC and other analytical instruments. He has shown dedication to all tasks assigned to him. He is an asset to the department considering his strength in chemical engineering, materials engineering and biotechnology; and his experience in R&D in biofuels. He has a great potential as a researcher and as an administrator. He has also performed very satisfactorily in his teaching assignments.

Dr. Bambase’s paper entitled, “Transesterification of Jatropha curcas L. Oil with Petroleum Ether as Dispersal Medium” will be published in the Philippine Journal of Crop Science this August 2011. The publication of his paper will qualify Dr. Bambase for tenure in the University as he has already complied with the other two minimum requirements for tenure: graduate degree and satisfactory student evaluation.

Board action: APPROVAL.

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

Prof. Michiyo Yoneno-Reyes is a regular non-tenured faculty member of the Asian Center. She is a good and competent teacher who speaks and writes Japanese, speaks fairly good English and everyday Filipino, and a conscientious and professional worker.

With regard to the status of her dissertation, Prof. Reyes took the oral examination for her dissertation entitled, “Unsettling Salidummay: A Historico-Ethnography of a Cultural Category” on 31 May 2011. The grade for the oral examination was Pass and she was given until 4 July 2011 to submit the bound copies.

Board action: APPROVAL.
Request for Temporary Waiver of Faculty Tenure Rule in Favor of Asst. Prof. JEFFREY T. LIBO-ON, Assistant Professor 5, Division of Physical Sciences and Mathematics, College of Arts and Sciences, UP Visayas, Effective 1 June 2011 until 31 October 2011

Asst. Prof. Libo-on submitted his research manuscript entitled, “Parameter Estimation in a Smart Beam Structure Using Genetic Algorithm” to Dr. Gerald Quintio, Executive Editor of the UPV Philippine Journal of Natural Sciences on 11 March 2011.

The UPV Academic Personnel and Fellowships Committee, in its 22 June 2011 meeting, recommends the grant of waiver of Article 178 in favor of Asst. Prof. Jeffrey T. Libo-on, Assistant Professor 5, Division of Physical Sciences and Mathematics, CAS, UP Visayas, effective 1 June 2011 until 31 October 2011 as a stop-gap measure to facilitate the continuity of his service while his tenure papers are on process.

Board action: APPROVAL.

Request for Waiver of the 20-Year–Service Criterion for the Appointment as Professor Emeritus in Favor of Dr. ERNESTO M. PERNIA, School of Economics, UP Diliman

This is a request from Dr. Pernia for a waiver of the 20-year minimum criterion to allow him to be evaluated by the UP Diliman Selection Committee for Appointment to Professor Emeritus based on the other four (4) criteria for possible appointment as Professor Emeritus by the University of the Philippines.

Dr. Pernia retired as a professor of the School of Economics in May 2009. He is a development economist who has written extensively on human resource development, economic growth and poverty reduction, regional economic cooperation, and investment climate and economic productivity. His paper with Nanak Kakwami entitled, “What is Pro-poor Growth,” published in the journal, Asian Development Review (Volume 18, part 1, pages 1-16) in 2000 has already been cited 378 times according to Google scholar.

The Vice-President for Academic Affairs favorably endorsed the letter of Chancellor Caesar Saloma on the request of Dr. Pernia for a waiver of Article 207 of the University Code specifically on the following provision “if he has rendered at least 20 years of active and faithful service to the University ...”. Waiver of the said rule will allow Dr. Pernia to be evaluated by the UP Diliman Selection Committee for Professor Emeritus Appointment.

Board action: DEFERRED pending receipt of recommendation from the Committee on Professor Emeritus Appointments.

The Board remanded the request to the Committee on Professor Emeritus Appointments for appropriate action on the request for waiver.

APPOINTMENT OF FACULTY

Note: These proposed appointments have gone through the standard University peer review process from the Department to the College, the Constituent Universities concerned, and the University System. In cases where there was doubt about the process followed or about the fairness of the recommendations, the papers were returned to the unit concerned for review and recommendations.

Transfer to Permanent Status

UP Diliman

Assoc. Prof. ERIC C. CRUZ as Associate Professor 6 (Salary Grade 25-3), College of Engineering, effective upon approval

Asst. Prof. SHIRLEY P. EVIDENTE as Assistant Professor 2 (Salary Grade 19-1), College of Mass Communication, effective upon approval
Asst. Prof. YANY P. LOPEZ as Assistant Professor 3 (Salary Grade 19-3), College of Social Sciences and Philosophy, effective upon approval

Asst. Prof. THERAL M. MAGCURO as Assistant Professor 1 (Salary Grade 18-1), College of Social Work and Community Development, effective upon approval

Asst. Prof. ADELINE A. PACIA as Assistant Professor 2 (Salary Grade 19-1), College of Engineering, effective upon approval

UP Visayas

Asst. Prof. JOSE RENE M. SANSAIT as Assistant Professor 1 (Salary Grade 18-1), College of Arts and Sciences, effective upon approval

UP Open University

Asst. Prof. AL-FRANCIS D. LIBRERO as Assistant Professor 3 (Salary Grade 19-3), Faculty of Information and Communication Studies, effective upon approval

Renewal of Appointment

UP Diliman

Prof. RODOLFO A. TAMAYO, JR. as Professor 2 (Salary Grade 26-5), College of Science, effective 1 June 2011 until 31 May 2012

Prof. CARLO A. ARCILLA as Professor 1 (Salary Grade 26-4), College of Science, effective 1 June 2011 until 31 May 2012

Prof. GUILLERMO M. NUESCA as Professor 2 (Salary Grade 26-5), College of Science, effective 1 June 2011 until 31 May 2012

Prof. REYNALEO L. GARCIA as Professor 3 (Salary Grade 26-6), College of Science, effective 1 June 2011 until 31 May 2012

Prof. JOSELITO P. DUYANEN as Professor 2 (Salary Grade 26-6), College of Science, effective 1 June 2011 until 31 May 2012

Asst. Prof. MICHELLE V. MANCENIDO as Assistant Professor 2 (Salary Grade 19-1), College of Engineering, effective upon approval

UP Manila

Asst. Prof. SARAH C. JOHNSON as Assistant Professor 1 (Salary Grade 18-1), College of Arts and Sciences, effective upon approval

Extension of Appointment Beyond Compulsory Retirement Age of 65

UP Diliman

Prof. CARMEN A. ABUBAKAR, Professor 12 (Salary Grade 29-8), Institute of Islamic Studies, effective 1 June 2011 until 31 May 2012

Prof. CELIA T. ADRIANO, Professor 10 (Salary Grade 29-7), College of Education, effective 28 January 2011 until 31 October 2011

Prof. LUIS M. ALARILLA, Professor 12 (Salary Grade 29-8), College of Engineering, effective 1 June 2011 until 31 May 2012

Prof. ROGER POSADAS, Professor 12 (Salary Grade 29-8), Technology Management Center, effective 1 June 2011 until 31 May 2012

Prof. CARMELO V. SISON, Professor 12 (Salary Grade 29-8), College of Law, effective 1 June 2011 until 16 July 2011
Prof. NICANOR G. TIONGSON, Professor 12 (Salary Grade 29-8), College of Mass Communication, effective 1 June 2011 until 31 May 2012
Prof. GEORGINA R. ENCANTO, Professor 11 (Salary Grade 29-8), College of Mass Communication, effective 1 June 2011 until 31 May 2012

UP Los Baños

Asst. Prof. EMERITA P. CERVANTES, Assistant Professor 6 (Salary Grade 21-4), College of Arts and Sciences, effective 19 July 2011 until 31 October 2011

UP Manila

Prof. LUCILA B. RABUCO, Professor 12 (Salary Grade 29-8), College of Public Health, effective 1 June 2011 until 31 May 2012
Prof. EDIBERTO M. JOSE, Professor 7 (Salary Grade 28-7), College of Medicine, effective 2 March 2011 until 1 September 2011
Prof. ORLINO O. TALENS, Professor 12 (Salary Grade 29-8), College of Medicine, effective 1 June 2011 until 31 May 2012

Original Appointment Beyond Compulsory Retirement Age of 65

UP Diliman

Prof. CLARITA R. CARLOS as Professorial Lecturer 5, College of Social Sciences and Philosophy, effective 25 June 2011 until 31 May 2012
Prof. LENORE S. LIM as Adjunct Professor, College of Fine Arts, without compensation, effective 1 January 2011 until 31 December 2012
Prof. EVELYN L. TAN as Professorial Lecturer 5, College of Science, effective 1 June 2011 until 31 May 2012
Prof. EDUARDO A. PADLAN as Adjunct Professor, Marine Science Institute, College of Science, effective 1 June 2011 until 31 May 2012

UP Los Baños

Prof. ROGELIO N. CONCEPCION as Professorial Lecturer 5, School of Environmental Science and Management (SESAM), effective 10 June 2010 until 31 May 2011
Prof. RAFAEL D. GUERRERO III as Professorial Lecturer 5, School of Environmental Science and Management (SESAM), effective 10 June 2010 until 31 May 2011

Renewal of Appointment Beyond Compulsory Retirement Age of 65

UP Diliman

Prof. PACIFICO A. AGABIN as Professorial Lecturer 5, College of Law, effective 1 June 2011 until 31 May 2012
Mrs. HAYDE B. ARANDIA as Senior Lecturer, School of Economics, effective 1 June 2011 until 31 May 2012
Prof. ARTURO E. BALBASTRO as Professorial Lecturer 5, College of Law, effective 1 June 2011 until 31 May 2012
Prof. RUBEN F. BALANE as Professorial Lecturer 5, College of Law, effective 1 June 2011 until 31 May 2012
Prof. ARACELI T. BAVIERA as Professorial Lecturer 5, College of Law, effective 1 June 2011 until 31 May 2012
Prof. BARTOLOME S. CARALE as Professorial Lecturer 5, College of Law, effective 1 June 2011 until 31 May 2012
Prof. TRISTAN A. CATINDIG as Professorial Lecturer 5, College of Law, effective 1 June 2011 until 31 May 2012

Prof. DOMINGO P. DISINI, JR. as Professorial Lecturer 5, College of Law, effective 1 June 2011 until 31 May 2012

Prof. MYRNA S. FELICIANO as Professorial Lecturer 5, College of Law, effective 1 June 2011 until 31 May 2012

Prof. CORAZON F. GATCHALIAN as Professorial Lecturer 4, College of Home Economics, effective 1 June 2011 until 31 May 2012

Prof. HANS LENHARD as Visiting Professor, College of Social Sciences and Philosophy, effective 1 June 2011 until 31 May 2012

Prof. ROSA MARIA T. JUAN-BAUTISTA as Professorial Lecturer 1, College of Law, effective 1 June 2011 until 31 May 2012

Prof. JOSE C. LAURETA as Professorial Lecturer 5, College of Law, effective 1 June 2011 until 31 May 2012

Prof. MERLIN M. MAGALLONA as Professorial Lecturer 5, College of Law, effective 1 June 2011 until 31 May 2012

Prof. VICENTE V. MENDOZA as Professorial Lecturer 5, College of Law, effective 1 June 2011 until 31 May 2012

Prof. MILAGROS P. NAVARRO as Professorial Lecturer 5, College of Science, effective 1 June 2011 until 31 May 2012

Prof. SERAFIN U. SALVADOR, JR. as Professorial Lecturer 5, College of Law, effective 1 June 2011 until 31 May 2012

Prof. SERAFIN D. TALISAYON as Professorial Lecturer 5, Technology Management Center, effective 1 June 2011 until 31 May 2012

Prof. CONSTANTE E. TORRECHANTE as Professorial Lecturer 3, College of Science, effective 1 June 2011 until 31 May 2012

Prof. ROGELIO A. VINLUAN as Professorial Lecturer 5, College of Law, effective 1 June 2011 until 31 May 2012

UP Manila

Prof. CARMENCITA S. LOYOLA as Professorial Lecturer 3, College of Public Health, effective 1 June 2011 until 31 May 2012

Prof. ROSIE R. NOCHE as Clinical Associate Professor, Without Compensation, College of Medicine, effective 1 June 2011 until 31 May 2012

Prof. MARITA V.T. REYES as Clinical Professor, Without Compensation, College of Medicine, effective 1 June 2011 until 31 May 2012

Prof. ANGELA P. SARILE as Professorial Lecturer 4, College of Arts and Sciences, effective 1 June 2011 until 31 May 2012

Prof. CECILA V. TOMAS as Clinical Professor, Without Compensation, College of Medicine, effective 1 June 2011 until 31 May 2012

Prof. MARIO J. VALENTON as Clinical Associate Professor, Without Compensation, College of Medicine, effective 1 June 2011 until 31 May 2012

Prof. FEDERICO B. CRUZ as Clinical Professor, Without Compensation, College of Medicine, effective 1 June 2011 until 31 May 2012

Prof. FRANCES LINA C. LANTION-ANG as Clinical Professor, Without Compensation, College of Medicine, effective 1 June 2011 until 31 May 2012

UP Cebu

Prof. ELISA G. LAPA as Professorial Lecturer 2, Division of Professional Education, effective 2 July 2011 until 8 October 2011
Reappointment Beyond Compulsory Retirement Age of 65

UP Diliman

Prof. DONATO S. CRUZ as Senior Lecturer II, UP Diliman Extension Program in Olongapo, effective 1 January 2011 until 31 December 2011

Prof. EDUARDO R. MENDOZA as Adjunct Professor, Without Compensation, College of Science, effective 25 October 2011 until 31 May 2012

UP Visayas

Prof. MA. VICENTA C. GACUTAN as Professorial Lecturer 1, College of Arts and Sciences, effective 1 June 2011 until 31 October 2011

OTHER MATTERS

Sale of Condemned and Unserviceable Property of UP Manila

Description: One (1) lot of condemned equipment/ unserviceable properties of the Philippine General Hospital under I&I Report dated 31 August 2010

Bid Price: PhP656,555.48 (public bidding – 3 May 2011)

Justification:

UP Manila needs the space where the condemned equipment is now being stored. Once these useless properties are sold or disposed of, the construction of the UP Manila Dormitory will commence in the vacated area.

Board action: APPROVAL.

Clarification on the Class of Air Travel of President Alfredo E. Pascual

Regent Gladys Tiongco and Regent Albarracin reiterated the previous Board approval that all of President Pascual’s trips should be in Business Class.

Amendment on the Travel Date of Trip to Laos

President Pascual sought approval of the Board for the change in his departure date for his travel to Laos from 26 July to 25 July. He has to leave a day earlier because there is no direct flight to Luang Prabang, Laos.

President Pascual’s Investiture

Regent Gladys Tiongco invited the members of the Board to the Investiture of President Pascual on 15 September 2011, 2:00 pm at the UP Theater. She requested everyone to be present in their Regent’s gown.
1271ST MEETING, 11 AUGUST 2011

GENERAL GOVERNANCE

Strategic Plan 2011-2017

(The slide handouts of Strategic Plan 2011-2017 are on file at OSU Records.)

Board action: The Board Approved with commendation the comprehensive Strategic Plan 2011-2017 presented by President Pascual.

ACADEMIC MATTERS

The President endorsed the following:

Graduation of Students from UP Diliman who Completed All their Requirements as of the End of Summer 2010-2011 and whose Graduation was Approved by the UP Diliman University Council at its 118th meeting held on 18 July 2011

(The list is on file at the OSU Records.)

Board action: APPROVAL, except those with pending cases.

Confirmation of Graduation of Students from UP Diliman as of Summer 2011, for Licensure Examination Purposes

By virtue of the authority delegated to the President by the Board of Regents at its 1048th Meeting held on 26 March 1992, the Officer-in-Charge of the University, approved on 25 July 2011, 27 July 2011, and 3 August 2011 respectively, the graduation of students who are taking licensure exams.

The candidates for graduation are included in the List of Candidates for Graduation approved by the UP Diliman University Council at its 118th meeting held on 18 July 2011.

(The list is on file at the OSU Records.)

Board action: CONFIRMATION.

Graduation of Three (3) Students from UP Mindanao Who Completed All their Requirements as of the End of Summer 2010-2011 and Whose Graduation was Approved by the UP Mindanao University Council at its 33rd meeting held on 18 July 2011

Board action: APPROVAL, except those with pending cases.
1272ND MEETING, 25 AUGUST 2011

MATTERS ARISING FROM THE PREVIOUS MEETINGS OF THE BOARD

Report of the Ad Hoc Committee Tasked to Determine the Possible Academic Failings of Professor MARVIC MVF LEONEN

The Ad Hoc Committee that was tasked to determine possible academic failing on the part of Professor Marvic Leonen of the College of Law in connection with his paper published in the Journal of the Integrated Bar of the Philippines [Vol. 30, No. 1, pp 153-184 {2004}] (JIBP).

The Committee has unanimously concluded that:

1. Professor Leonen did not commit intellectual dishonesty with respect to the 1999 Amici Curiae brief by Romina Pocolotti and Owen Lynch;
2. He did not commit intellectual dishonesty with respect to the 1991 doctoral dissertation of Owen Lynch; and
3. He committed academic sloppiness by submitting and publishing a shortened version of his previous publication in the Philippine Natural Resources Law Journal (Vol. 10, No. 1) in 2000, in the JIBP without acknowledging the existence of the former and the contribution of Lynch.

The Committee is chaired by National Scientist (NS) and University Professor Emeritus Mercedes Concepcion and its four (4) other members are: NS and Professor Emeritus Lourdes Cruz, NS Raul Fabella (School of Economics), Academician Guillermo Tabios III (Department of Civil Engineering) and Dr. Christopher Monterola (National Institute of Physics).

The Chancellor of UP Diliman accepted the Committee Report and agreed with its findings.

(The document is on file at the OSU Records.)

Board action: The Board accepted the Report of the Special Committee Created to look into the Possible Academic Failings of Prof. Leonen.

On the 10-Day Additional Sick Leave Benefit for the Administrative Personnel and REPs

Regent Tiongco and Staff Regent Ebesate requested for an update on the 10-day Additional Sick Leave Benefit for the Administrative Personnel and REPs.

In behalf of the team, President Pascual informed the Board that one important aspect that is being considered in the preparation of a formal proposal to be presented to the Board is the quantification of how much money is actually needed for the coming years. He said that the computation phase has been completed. The next phase would be consultation with the Constituent Universities (CU), because it is the CUs who would eventually be responsible to put up the money to pay the benefit. President Pascual said that Vice President Amante is tasked with consulting the different CUs to inform them of the financial implications of this 10-day additional sick leave benefit for administrative personnel and REPs which is on top of the money they will put up for the 15-day additional sick leave benefit for the faculty. The CUs must ensure that they would be able to sustain the financial requirements for all these benefits.

President Pascual added that the consultation made during the President’s Advisory Council (PAC) meeting has not been concluded and needs to be reviewed in the context of the 2011 budget.

Regent Albarracin suggested informing Vice President Amante to prepare an update regarding the 10-day additional sick leave benefit for the administrative personnel and REPs in time for the next Board meeting. Chair Licuanan concurred with his suggestion.
REPORTS FOR INFORMATION OF THE BOARD

A. Report of the President

1. Initiatives and Activities of the President

Hereunder is the report of President Pascual:

“UP PRESIDENT’S REPORT TO THE BOARD OF REGENTS
25 July - 24 August 2011

A. TRAVELS

Trip to Luang Prabang for the 3rd AUN Rectors’ Meeting

I travelled to Luang Prabang, Lao PDR to participate as one of three plenary speakers at the 3rd ASEAN University Network (AUN) Rectors/Presidents’ Meeting held on 27 July 2011. The meeting agenda was guided by the theme “AUN’s Collective Position in the World of Higher Education”. The speakers were to provide perspectives on global challenges faced by higher education. In my particular case, it was interesting to note that AUN invited me to share my “experience and expertise from being a development banker for 19 years and to becoming an educator”.

In my speech, I talked about the compelling issues that currently confront Southeast Asian universities, such as UP, and offered possible approaches in addressing the challenges from the perspective of a development banker, among others. The issues I highlighted were:

- the dwindling public funding while demand for higher education continues to rise;
- the need to maintain academic excellence while trying to broaden access to include more students from poor families;
- the need for more qualified faculty members when competition from industry makes it more difficult to recruit and/or retain them and when funding for faculty development is getting less;
- the need to contribute to knowledge creation and innovation while availability of research expertise among the teaching staff remains limited;
- the need to internationalize the faculty and student mix for better regional or global ranking and for richer learning experience when local faculty salaries are unattractive and more local students are applying for admission;
- the need to modernize campus facilities when competing needs such as operating expenses get the priority;
- the need for accreditation and quality assurance to facilitate mutual recognition of courses when experience is limited; and
- the need to undertake commercial transactions for resource generation when current management teams lack business experience.

The two other speakers were the President of Universiti Brunei Darussalam and a Vice President of the National University of Singapore (NUS) who presented their respective strategies and programs.

It was clear that as Singapore’s national university, NUS is geared to supporting national objectives and efforts. It has been strengthening education and research programs in areas recognized to be of strategic importance to Singapore, such as translational medicine, environment and water technology, and interactive digital media. But it has also gained prominence in other research areas, e.g., engineering and information technology, life sciences and biomedicine, social sciences and natural sciences. As a research university, NUS pays attention to the transition from the new discoveries and inventions made by its researchers into useful products and services, then licensing these technologies to industry.

In education, key highlights of NUS’ globally-oriented curricula include the more than 60 joint and double degree programs with the world’s top universities, reciprocal student exchange arrangements with 180 partner universities and six NUS Overseas Colleges. Close to 50% of its undergraduates enjoy an overseas experience and 25% spend six months or more in student exchange programs around the world. Half of its academic staff comes from abroad.
As expected, NUS is way ahead of all other AUN members in many respects—programs, facilities, faculty profile, etc. What is instructive is how Singapore, a small city-state without much of natural resources could soar to first world status by relying mainly on one resource—its human capital. How the government has positioned and enabled NUS to play a significant role, is quite an achievement.

My sense is that there is definitely some respect left for UP owing to how it contributed in the past to the development of the region. But I could see that stature is fast waning.

The afternoon sessions of the meeting were mainly group discussions designed to generate ideas that would consolidate AUN’s collective positions in constructively engaging ASEAN’s dialogue partners, viz., China, Japan, ROK, EU, USA, ASEAN+3, ASEAN+8 and prospective partners, i.e., Australia, Canada, and Gulf States.

Among the potential areas of cooperation identified were: the millennium development goals (MDGs), traditional/herbal medicine, pharmacy, public health, technology for sustainability, biodiversity, environment, agriculture, energy, culture, language, tourism, transportation, aging, human resources development, Asian studies, university programs quality assurance. Some of the methods of project delivery proposed were: joint research, joint degree, database sharing on available expertise, internship, cultural exchange, mobility, staff exchange, work attachment, summer school, short courses, etc.”

“Multi-Purpose Visit to Cebu City

I went to Cebu City, upon the invitation of Cebu Governor Gwendolyn Garcia, to attend the inauguration of the Cebu Cultural Center (CCC) held on 12 August. I took part in the ribbon-cutting ceremony and delivered a congratulatory message along with other key guests, which included: Congresswoman Imelda Marcos, Ilocos Norte Governor Aimee Marcos, and a Russian artist. CCC is a 1,600-seat theater built by the Cebu provincial government on a 1-hectare lot within UP Cebu’s Lahug campus, directly in front of the UP Cebu Oblation across Gorordo Avenue. Construction of CCC had a 16-year history involving three Cebu governors and four past UP Presidents. As originally conceived, UP and the Province were supposed to collaborate with each other in promoting Cebuano culture through cultural presentations in this theater. But subsequent negotiations in later years resulted in UP relinquishing the entire management of the facility to the Province.

During my 24-hour visit to the City, I also:

1) inspected the five (5)-hectare lot at the South Road Properties (SRP) that was donated to UP by Cebu City Government in 2009 [SM and Filinvest have acquired land at the SRP and the latter is now building a housing project on its lot which is across UP’s property];

2) met with the former Cebu City Mayor Tomas Osmeña (now congressman) who facilitated the donation [Congressman Osmeña explained his expectation that development of UP’s property at the SRP would include office spaces for call centers and BPOs companies, which could provide employment opportunities for UP students at the site];

3) called on the current mayor, Michael Rama [The discussion focused more on the problems with informal settlers and the need to address these];

4) dialogued with the faculty of UP Cebu led by OIC-Dean Dr. Richelita Galapate [I explained my administration’s strategic thrusts and how UP Cebu would fit in]; and

5) had a dinner meeting with four UP alumni who are keen to help mobilize alumni support in Cebu.
B. PROJECTS & INITIATIVES

**e-UP Project**

To explore the option of using a vendor-supplied software for our proposed integrated IT system, our UP System Executive Staff and IT Team have been in discussion with Oracle regarding the latter’s enterprise solutions to various aspects of the University’s operations. The latest meeting was held on 11 August with a nine (9)-person delegation from Oracle to discuss the company’s various software modules, particularly those related to campus solutions, accounting and budgeting, and human resource management.

Oracle is apparently the leader in providing IT solutions to universities. It has contracts with over a thousand universities and colleges, mostly in the US (e.g., Stanford, UC Berkeley, CUNY) but some in Southeast Asia, including those in Singapore, Thailand, Malaysia, and the Philippines (e.g., De la Salle University, STI College). With such a large clientele base, Oracle is able to continue developing and updating its software products with the benefit of economies of scale and the diverse lessons from experience of many users.

I am fully aware that UP has attempted over the years to provide customized and University-developed solutions to various computerization needs, such as the Computerized Registration System (CRS). However, after several years, and I suppose millions of pesos in development and maintenance costs, the CRS project is still beset with a number of difficulties.

**Kapihan with the UP President**

To involve a wide spectrum of UP community in addressing issues affecting our thrust toward academic excellence, OVPAA has started holding kapihan-type discussions, with my participation, at various locations. The first one focused on research agenda and process and was held on 5 August at the Marine Science Institute auditorium. The second kapihan dealt with quality assurance, accreditation, and rating of academic programs and whole universities and was held on 16 August at the Faculty Center in UP Diliman. The next kapihan is scheduled in UP Manila on 31 August and will deal with issues related to publications.

**UP’s Communications Strategy**

We have started working with TBWA\Santiago Mangada Puno in developing the “UP brand” and formulating a communications strategy that could help in mobilizing public support for UP and in raising funds from alumni and other donors. TBWA is a global agency with presence in 77 countries. Its local partners are three UP alumni who have volunteered the services of their firm in facilitating the exercise.

On 3 August, my team and I have had an introductory session with the TBWA-SMP partners and their creative team, who will act as facilitators working with the UP team who will provide the necessary inputs. Further workshops are being scheduled.

**Touching Base with UPIS Alumni**

We will recall that under the contract for the development of the East Campus, Ayala Land, Inc. (ALI) is committed to build the new high school building costing PhP 180 million at the site where the old Narra dormitory now stands. In addition, ALI is also obligated to spend another PhP 40 million for the rehabilitation and upgrading of UPIS’s two other buildings: the K-2 building (PhP 5 million) and the Grade 3-6 building (PhP 35 million). On the recommendation of our Office of Design & Planning Initiatives (ODPI), we are now going to build an entirely new building to replace the existing one for Grades 3-6 at a cost of PhP 82 million, bringing about a PhP 47 million funding shortfall.

To generate support from among the UPIS alumni in helping raise funds to cover the shortfall, we invited a select group to a merienda cena at the Executive House last 6 August. There was an encouraging response. So far, a pledge for PhP 10 million has already been arranged by an alumna. We will meet a much larger alumni group on 26 August. UPIS has a number of prominent alumni – in the Senate, the House of Representatives, and the private sector.
C. CURRENT ISSUES & CONCERNS

UP’s 2012 Budget and Other Budget Issues

My team and I attended the first technical hearing with CHED and SUCs of the Appropriations Committee of the House of Representatives last 4 August. Initial data would indicate that out of the PHP 17 billion budget proposed by UP, DBM provided only PHP 5.5 billion for UP in the National Expenditure plan (NEP). This budget includes an additional PS of around PHP 0.5 billion to cover the second tranche of SSL3, which if removed for comparability purposes, the UP budget would actually be just PHP 5 billion, less than the 2011 budget by PHP 0.8 billion. The table below shows the declining trend in the UP budget.

<table>
<thead>
<tr>
<th>General Appropriations Act (GAA)/National Expenditure Program (NEP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Years</td>
</tr>
<tr>
<td>---------------</td>
</tr>
<tr>
<td>2010 (GAA): SSL2</td>
</tr>
<tr>
<td>2011 (GAA): SSL3-1</td>
</tr>
<tr>
<td>2012 (NEP): SSL3-1</td>
</tr>
</tbody>
</table>

The apparent reduction of PHP 0.8 billion in UP budget for 2012 is due to two changes: (1) removal from PS of the amount of PHP 0.6 billion related to the unfilled positions in the approved UP plantilla; and (2) reduction of the MOOE by PHP 0.2 billion. The first change is based on a general rule applied to all SUCs and other government agencies.

With regard to the unfilled plantilla positions, we were told that the budget associated with these positions is not lost but may be released by DBM, subject to the positions being actually filled up. Fine, but there are complications. The money related to the unfilled faculty positions is being used to pay part-time faculty members and lecturers who number more than the unfilled positions and who are not available in any case for full-time appointment.

With regard to the unfilled administrative staff positions, these represent savings arising from efforts to achieve administrative efficiency; filling them up would be retrogressive and result in redundancies.

The PhP 0.2 billion peso-reduction in MOOE represents congressional insertions. This should have been made a regular part of the NEP given that UP needs additional MOOE allocation for the several new buildings in the National Science Complex and the Engineering Complex.”

D. RECENT VISITORS

On 1 August the members of the Board of the South Center (formerly South Commission) paid a courtesy call. The South Center, “a prestigious intergovernmental think-tank of developing countries headquartered in Geneva” is now headed by His Excellency, Mr. William Mkapa, former president of Tanzania. It was Manila’s turn to host the board meeting. The group was accompanied by former Senator Leticia Ramos-Shahani, a member, during their visit to UP.

E. SPEECHES AND EVENTS

During the period covered by this report, I:

• Delivered a message at the celebration of the DOST-PEZA Open TBI second anniversary, held at the TBI Grounds, ASTI Compound inside UPD campus, on 22 July.
• Conferred with a group of UP Diliman students at the University Expectations Seminar (UNEX), UP Village, 23 July.
• Gave the keynote message at the National Summit on the Kalayaan Island Group and the West Philippine Sea, Malcolm Theater, 1 August, with a piece entitled, “The Role of the University of the Philippines as the National University in Upholding the Philippine National Territory”.
• Delivered a video-taped address for the UP Open University Faculty Congress on 4 August. This conflicted with the technical budget hearing at the House of Representatives.
• Gave the welcome remarks at the lecture of Datuk Seri Anwar Ibrahim on “Rizal, Ninoy and Asian Leadership”, Malcolm Theater, 5 August.
• Gave a message at the joint congratulatory dinner hosted by Meralco for Team UP (Kidlat) and by Smart Communications for Team MIT (Amihan) as winners at the 2011 Shell Eco-Marathon, Meralco Lighthouse in Pasig City, 8 August.
• Attended the investiture of former UP Diliman Chancellor Sergio S. Cao as 6th President of Manila Tytana Colleges (formerly Manila Doctors College) on 11 August held in MTC’s campus along Diosdado Macapagal Avenue in Pasay City. It was attended by many other UP officials.
• Gave an inspirational message at the 104th anniversary celebration of the PGH on 15 August held at the PGH Atrium in UP Manila.
• Gave a keynote speech at the “Isang Araw na Talakayan sa Pagpapatatag ng Wikang Filipino sa Unibersidad ng Pilipinas” held at the Faculty Center, 18 August.”

2. Delegated Authority Subject to Information of the Board

Deed of Donation and Acceptance between the University of the Philippines (Donee) and the Geodetic Engineers Development Foundation, Inc. (Donor)

Donation: Single Frequency Global Positioning Systems Receiver Unit

Value of Donation: PhP120,000.00

Beneficiary Unit: College of Engineering, UP Diliman

Particulars:

For and in consideration of the foregoing and as an act of liberality and generosity, the Donor hereby donates to the University the property described above; and

The University/Donee hereby accepts and acknowledges receipt of the donation made by the Donor and expresses its appreciation and gratefulness for such liberality and generosity.

Date notarized: 10 June 2011

Board action: NOTATION with appreciation.

Deed of Donation between the University of the Philippines (Donee) and the Anvil Publishing, Inc. (Donor)

Donation: Fifty (50) copies of the book entitled “Global Civil Society Movement in the Philippines”

Value of Donation: PhP18,000.00

Particulars:

1. The Donor intends to give as a gift to the UP Third World Studies Center, an academic research unit of the Donee, fifty (50) copies of the book to sell or otherwise utilize in furtherance of the Donee’s official functions as an institution dedicated to research in the social sciences; and

2. The Donor hereby presents, transfers and conveys by way of Donation to the Donee, its successors and assigns, the said copies of the book, free from all liens and encumbrances, with the condition that the Donee may only sell the said copies of the book at a price not lower than the retail price determined by the Donor, and that the
proceeds from such sales shall go to TWSC Private Institutions and Donors Trust Fund (Code: 9774216-499-439).

Date notarized: 16 June 2011

Board action: NOTATION with appreciation.

Contracts/Agreements

(Delegated Authority to President subject to information of the Board [cost not exceeding PhP30 Million Pesos])

Note: These agreements have gone through the standard University processes from the Constituent Universities (CUs) concerned and the University System. In cases where there were irregularities in the processes, the documents were returned for review or to exact compliance by the concerned.

UP Diliman

Construction Agreement between the University of the Philippines and the Enrivel Construction (Contractor)

Project: Proposed Renovation works and Miscellaneous Works at UP Health Service, Phase 3

Amount of Contract: PhP3,151,631.34

Period of Contract: 150 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

Statement from the Office of the Vice President for Legal Affairs: The Diliman Legal Office endorses the Agreement to the Board of Regents for information.

Statement from the Chancellor: In the Procurement of Civil Works for the 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: 13 June 2011

Board action: NOTATION.

Construction Agreement between the University of the Philippines and the KB Konstrak Biling Solusyons (Contractor)

Project: Proposed Cleaning and Repainting of Ceiling, Steel Handrails, Steel Trusses and Walls at the College of Social Work and Community Development (CSWCD)

Amount of Contract: PhP288,770.00

Period of Contract: Thirty (30) Calendar Days as specified in the Notice to Proceed issued by the University

Mode of Procurement: Negotiated Procurement (Small Value Procurement) in accordance with RA 9184 and its Implementing Rules and Regulations and GPPB Resolution No. 09-2009
Statement from the Office of the Vice President for Legal Affairs: The Diliman Legal Office endorses the Agreement to the Board of Regents for information.

Statement from the Chancellor: In the Procurement of Civil Works for the 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: 12 July 2011

Board action: NOTATION.

Construction Agreement between the University of the Philippines and the Mechanics Construction Corporation (Contractor)

Project: Proposed Re-Roofing and Miscellaneous Works, College of Human Kinetics, UP Diliman

Amount of Contract: PhP4,730,045.21

Period of Contract: 120 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

Statement from the Office of the Vice President for Legal Affairs: The Diliman Legal Office endorses the Agreement. Based on the review conducted by the OVPLA, the construction agreement is substantially in order.

Statement from the Chancellor: In the Procurement of Civil Works for the 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: 31 May 2011

Board action: NOTATION.

Supplemental Contract for Janitorial Services between the University of the Philippines and the Philcare Manpower Services (Agency)

Services: Three (3) Additional Janitors for the following units at the North Sector:

<table>
<thead>
<tr>
<th></th>
<th>Janitor(s)</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>OICA/ Bulwagan ng Dangal</td>
<td>1</td>
<td>1 August 2009 to 15 May 2010</td>
</tr>
<tr>
<td>University Theater</td>
<td>2</td>
<td>1 December 2009 to 15 May 2010</td>
</tr>
</tbody>
</table>

Amount of Contract: PhP318,168.01 (same rate provided for the Contract of the Principal Contract)

Particulars: All terms and conditions of the Principal Contract insofar as the same are not inconsistent with the Supplemental Contract for Janitorial Services, shall remain and continue to be in full force and effect, and the Supplemental Contract is made an integral part of the Principal Contract for all intents and purposes.

Date notarized: 5 January 2011

Board action: NOTATION.
Contract for Janitorial Services between the University of the Philippines and the Care Best International, Inc. (Agency)

Services:  Janitorial Services for the South Sector

Amount of the Contract:  PhP28,876,943.04 for 148 janitors

Period of Contract:  1 December 2010 until 30 November 2011

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

Date notarized:  18 February 2011

Board action:  NOTATION.

UP Manila

Supply Contract between the University of the Philippines Manila and the Elite Scientific & Diagnostic Int’l Supplies Co. [ELITE] (Supplier)

Service:  Supply and Installation of Laboratory Furnitures at Molecular Genetics Laboratory, Institute of Human Genetics, National Institutes of Health

Amount of Contract:  PhP3,467,785.00

Mode of Procurement:  Public Bidding

Particulars:

The renovation/modernization of facilities is one of the priority projects of UP Manila, among which is the Molecular Genetics Laboratory at the Institute of Human Genetics, National Institutes of Health, thus, budget clearance was provided from fund 439-184-142.

Statement from the UP Manila Legal Office:  The Supply Contract was reviewed by the UP Manila Legal Office. The stipulations of the contract amply protect the rights and interests of the University and in accordance with the University’s policies, rules and regulations.

Statement of Compliance:  Pertinent laws (RA 9184, the Procurement Law), University Rules and Regulations have been fulfilled/complied with in the execution/signing of the contract.

Period of the Contract:  Complete delivery shall be made within forty-five (45) days to take effect upon receipt of Notice to Proceed

Date notarized:  9 March 2011

Board action:  NOTATION.
Supply Contract between the University of the Philippines Manila and the OSCAN Builders (Supplier)

Service: Supply and Installation of One (1) Unit Elevator at Lara Hall, College of Public Health

Amount of Contract: PhP3,459,875.72

Mode of Procurement: Public Bidding – 22 March 2011

Particulars:

The renovation/modernization of facilities is one of the priority projects of UP Manila, among which is the replacement of the passenger elevator at Lara Hall, College of Public Health, which has been unoperational for more than two (2) decades; thus, budget clearance was provided for the “Supply and Installation of One (1) Unit Elevator” at Lara Hall, College of Public Health.

Statement from the UP Manila Legal Office: The Supply Contract was reviewed by the UP Manila Legal Office. The stipulations of the contract amply protect the rights and interest of the University and in accordance with the University’s policies, rules and regulations.

Statement of Compliance: Pertinent laws (RA 9184, the Procurement Law), University Rules and Regulations have been fulfilled/complied with in the execution/signing of the contract.

Period of the Contract: Complete delivery shall be made within 150 calendar days to take effect upon receipt of Notice to Proceed

Date notarized: 26 May 2011

Board action: NOTATION.

Two (2) General Construction Agreements between the University of the Philippines Manila and the PGM Construction and Plumbing Services [PGM CPS] (Contractor)

Project 1: Proposed Arc Gateway at Padre Faura, College of Arts and Sciences, UP Manila

Amount of Contract: PhP737,398.83

Particulars:

Responsibilities of the Contractor:

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;
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;
c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site; and
d. Render warranty services on all work performed in accordance with the provisions of the agreement.

Mode of Procurement: Public Bidding – 22 March 2011

Statement from the UP Manila Legal Office: The GCA was reviewed by the UP Manila Legal Office. The terms and conditions of said contract are found to be in order and in accordance with the other similar agreements of the University on the same subject matter.
Statement of Compliance: Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing University Rules and Regulations have been fulfilled/complied with in the execution/signing of the contract.

Period of the Contract: Within Sixty (60) calendar days to take effect upon receipt of Notice to Proceed

Date notarized: 25 May 2011

Project 2: Renovation of Classroom (Room 102 & 104), College of Arts and Sciences, UP Manila

Amount of Contract: PhP493,578.88

Particulars:

Responsibilities of the Contractor:

- 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;
- 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;
- Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site; and
- Render warranty services on all work performed in accordance with the provisions of the agreement.

Mode of Procurement: Public Bidding – 22 March 2011

Statement from the UP Manila Legal Office: The GCA was reviewed by the UP Manila Legal Office. The terms and conditions of said contract are found to be in order and in accordance with the other similar agreements of the University on the same subject matter.

Statement of Compliance: Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations have been fulfilled/complied with in the execution/signing of the contract.

Period of Contract: Within forty-five (45) Calendar Days as specified in the Notice to Proceed issued by the University

Date notarized: 26 May 2011

Board action: NOTATION.

General Construction Agreement between the University of the Philippines Manila and the JAKBOA Builders [JB] (Contractor)

Project: Renovation of Comfort Rooms at Sports Science and Wellness Center, College of Arts and Sciences

Amount of Contract: PhP2,036,839.63

Mode of Procurement: Public Bidding – 22 March 2011

Statement from the UP Manila Legal Office: The GCA was reviewed by the UP Manila Legal Office. The terms and conditions of said contract are found to be in order and in accordance with the other similar agreements of the University on the same subject matter.
Statement of Compliance: Pertinent laws (RA 9184), the Government Procurement Reform Act, and Implementing Rules and Regulations have been fulfilled/complied with in the execution/signing of the contract.

Period of the Contract: Within sixty (60) calendar days to take effect upon receipt of Notice to Proceed

Date notarized: 30 May 2011

Board action: NOTATION.

Supplemental Contract for Janitorial Services between the University of the Philippines Manila and the PHILCARE Manpower Services [PMS] (Agency)

Services: Janitorial and Maintenance Services to be rendered at the various specified areas of the Central Administration and other Academic Units of UP Manila and the Philippine General Hospital

Amount of Contract: UP Manila agrees to pay the Agency the monthly rate of each janitor for actual services rendered, as indicated in the financial proposal, every 15th and 30th of each month, subject to usual government accounting and auditing procedures and requirements:

- For Academic Units and Central Administration Offices (8 hours duty with Sunday as rest day and excluding holidays) PhP14,280.22/ month/janitor
- For PGH (8 hours duty with one rest day per week) PhP14,706.00/month/janitor

Mode of Procurement: Extension of the contract for janitorial services with PHILCARE Manpower Services under the same terms and conditions in the original contract.

The bidding cannot be accomplished before the expiration of the contract. The preparation for the bidding, including the review of the Terms and Conditions, deployment of janitors and budget requirement are still being undertaken.

Statement from the UP Manila Legal Office: The Terms and Conditions of said agreement appear to be in order and in accordance with similar agreements of the University on the same subject matter.

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.

Period of Contract: 1 July 2011 to 31 July 2011

Date notarized: 29 June 2011

Board action: NOTATION.
UP Open University

Contract of Lease between the University of the Philippines Open University (UPOU) and the Catanduanes State Colleges (CSC)

Project: Lease of an area of approximately 24 sq.m. of office space located at the Conference Room of CSC CATNET Bldg., for exclusive use as testing center

Amount of Contract: Fixed daily rate of PhP1,000.00 for actual use thereafter

Statement from the Chancellor: The Contract has been reviewed by the UPOU 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.

Period of Contract: Effective for a period of one (1) year starting 1 June 2011

Date notarized: 15 April 2011

Board action: NOTATION.

Contract of Lease between the University of the Philippines Open University (UPOU) and the Palawan State University (PSU)

Project: Lease of an area of approximately 56 sq.m. of office space located at the Knowledge for Development Center of the PSU for exclusive use as testing center

Amount of Contract: Fixed daily rate of PhP360.00 for actual use for testing purposes

Statement from the Chancellor: The Contract has been reviewed by the UPOU 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.

Period of Contract: Effective for a period of one (1) year starting 1 June 2011

Date notarized: 29 June 2011

Board action: NOTATION.

Contract of Lease between the University of the Philippines Open University (UPOU) and the Father Saturnino Urios University (FSUU)

Project: Lease of an area of approximately 64 sq.m. of office space located at the Guidance Center of the FSUU for exclusive use as testing center

Amount of Contract: Fixed hourly rate of PhP400.00 for the first two hours of actual use for testing purposes, and a fixed hourly rate of PhP100.00 for every hour of actual use thereafter

Statement from the Chancellor: The Contract has been reviewed by the UPOU 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.
B. Report of the Faculty Regent

On Faculty Housing

Faculty Regent Dalmacio informed the Board that she has communicated through e-mail with Dean Aura Matias who is the overall in-charge of the Compensation Benefit Committee. Faculty Regent Dalmacio said that Dean Matias informed her that at this point, she is not yet ready to give concrete suggestions with regard to faculty housing because her team is still conceptualizing said benefit. One of the ideas being considered is to purchase condominiums from builders.

Faculty Regent Dalmacio said that her Team is keeping its communication lines open for suggestions as regards to housing benefits for faculty.

Other Concerns

Faculty Regent Dalmacio said that in the next Board meeting, she would give a more thorough report on updates and concerns about her consultation with the UP Diliman Extension Program in Pampanga faculty.

C. Report of the Student Regent

Hereunder is the report of Student Regent Conti:

“Report of the Student Regent to the Board of Regents
25 August 2011

Campaigns

Students and student institutions have concentrated on forming the widest unity and soliciting the active participation of organizations, colleges and other formations.

The unity statement, drafted with inputs from the deans and professors, features these key points:

- UP is alarmed that state support for education and other social services under President Aquino is diminishing in measures, and deteriorating in quality.
- We assert that the government must prioritize education and basic social services.
- We demand that the government commit to ensuring quality and affordable education at the basic and tertiary levels, through adequate funding for the sector.
- Sufficient state subsidy to education makes it truly democratic, scientific, and geared towards serving the nation.
- We will collectively organize and launch campaign activities, especially those which simultaneously appeals to creativity and artistry.
- We are ready to hold mass demonstrations when necessary.
This has been endorsed by five regents, two vice-chancellors, twelve deans, and the workers’ union. Although staunchly supported by the dominant political alliance in UP Diliman, it is also signed by other university-wide political parties, thus it is a significant show of force.

It will be submitted to members of Congress in September.

Local campaigns

**UP Baguio**

- The students policy positions, such as on state subsidy to education, land reform, reproductive health and nationalism, were on full display during the Freshie Night 2011, where the theme was “Dangal at Kagalingan Ilay sa Bayan: Pagiging Iskolar ng Bayan Iyong Panindigan”. It was especially touching to see how the freshmen appreciate the spirit of being a UP student, “a social agent of change”.
- Members of the Student Council and some student groups are increasingly concerned with the restricted use of facilities. For example, the use of the lobby has been prohibited citing changes in the administration outlook. Also, a curfew has been imposed on account of student safety, but performing groups instead move practices or rehearsals to public areas. The Student Council was advised to dialogue with the Office of Student Affairs (OSA).

**UP Los Baños**

- The UPLB administration has taken steps to streamline the Varsity Program, which students have interpreted as moves to abolish the Varsity Teams. The administration admits that it may withdraw funding for several groups. Instead, it hopes to have a more extensive intramurals and local tournaments to involve more students. While warm to the idea of more sports games, the Varsity Teams and the Student Council have taken a strong position against abolition of the teams, asserting that the sports program should be holistically developed.
- The UPLB Chancellor selection has surfaced long-standing issues such as the large class policy, campus repression, military presence, mandatory ROTC ( Reserve Officers’ Training Corps), deteriorating facilities, and increasing dorm fees.

**UP Manila**

- The UP Manila Chancellor selection has specifically brought out a perennial concern: dormitories for students. The Manila campus has been acknowledged to be one with the highest densities in the UP System. Nominees have laid out plans for student service facilities, including a cafeteria, gymnasium, and tambayans.

**UP Visayas**

- The UP Visayas Chancellor selection has highlighted students’ anxiety over the facilities, such as additional laboratories for the School of Technology, which nominees have promised in their programs of action. Given the expected UP budget cut for 2012, students are worried that the source of funding would come from student fees, or from land leases that would infringe upon academic space and atmosphere.
- Students have also insisted on representation in policy-making bodies, particularly their involvement in the selection of the OSA Director. In some units, the OSA Director is the equivalent of the Vice Chancellor for student affairs.
- The students’ autonomy raises several questions from the Student Council about changes in its powers, rights and responsibilities.

**UP Cebu**

- Students of UP Cebu are restless over the decision in the trial of Dean Enrique Avila, as he is due for preventive suspension by the end of August. The decision is expected from the Administrative Disciplinary Tribunal anytime.
Activities

Students Congress

The main theme of the 2011 UP Students’ Congress is “UP Strikes Back”, a pledge to critical, constructive, and collective engagement of the youth in nation-building. Discussions and resolutions will revolve around the current situation of the education, health, and other social services sector, the education crisis, and human rights violations. We will have special workshops on the environment and on peace in Mindanao.

These congresses will bring together students on the following dates and venues:

3-4 September | Luzon-wide Students’ Congress | UP Los Baños, Laguna
For students from UP Baguio, UP Diliman, UP Manila, UP Los Baños, and UPM SHS in Baler

10-11 September | Mindanao-wide Students’ Congress | UP Mindanao, Mintal, Davao City
For students from UP Mindanao and UP Manila School of Health Sciences (UPM SHS) in Koronadal

16-17 September | Visayas-wide Students’ Congress | UP Visayas, Tacloban, Leyte
For students from UP in the Visayas Miag-ao, Iloilo, and Tacloban campuses, UP Cebu, and UPM SHS in Palo

The objectives of the Students’ Congresses are:

• To strengthen the capacity of students and youth organizations of the University of the Philippines for socio-political, cultural, and environmental advocacies
• To draw out sound opinions and critical sentiments from the student community in order to formulate positions and constructive action plans on common concerns
• To increase understanding and cooperation among the students in the campaign for greater state subsidy for education, and to end the education crisis
• To inculcate the spirit of community integration, service to the people, and genuine Oblation

All students are invited to be part of the Congress. It will also serve as an opportunity to garner support for the new UP administration and fete the President on the occasion of his investiture.

Student Trustees and Regents National Congress

The Student Regents of UP, the Polytechnic University of the Philippines, and the Philippine Normal University, together with the National Union of Students of the Philippines organized the 1st Student Trustees and Regents National Congress on 25-29 August 2011 at the Bicol University, Legazpi City, Albay.

The congress aims to:

• Establish a national federation of Student Trustees and Regents (tentatively to be called, Starfed)
• Plan for a comprehensive and strategic campaign for higher budget for state colleges and universities
• Train student leaders on basic and technical skills for effective student leadership

Over 100 student-leaders from state and local universities and colleges all over the country have confirmed to participate in the Congress.

Maria Kristina C. Conti
Student Regent”
D. Report of the Staff Regent

Staff Regent Ebesate informed the Board that he has already submitted to the Office of the President the Proposed Comprehensive Benefit Package for Faculty, Administrative Personnel and REPs. The proposal was the result of a series of meetings of the Regent’s Committee to Review the UP Compensation and Benefits for Faculty, Administrative Personnel and REPs.

Staff Regent Ebesate said he has also submitted the requested recommendation to determine which positions could be entitled to receive Hazard Pay.

GENERAL GOVERNANCE

Appointment of University Officials

UP Diliman

Dr. JONATHAN P. SALE as Dean, School of Labor and Industrial Relations (SOLAIR), effective 25 August 2011 until 24 August 2014

Dr. ERNIEL BARRIOS as Dean, School of Statistics, effective 1 September 2011 until 31 August 2014

UP Los Baños

Dr. FLORENTINO C. MONSALUD as Director, Agricultural Systems Cluster, College of Agriculture, effective 1 November 2011 until 31 October 2014

Note: Student Regent Conti registered her comment as regards to the decision on the Dean of the School of Labor and Industrial Relations (SOLAIR). She said that both the staff and students prefer Dr. Teodosio, but they will pose no objection to the selection of Dr. Sale.

Request of the UP Alumni Association for a Moratorium on Remittances to the UP Library Fund

The UP Alumni Association would like to request a moratorium for the period 2009 to 2012 on its remittances to the UP Library Fund (UPLF) out of the annual net income of the Ang Bahay ng Alumni, as mandated in paragraph 12 of the Memorandum of Agreement executed by UP and UPAA on 24 November 1992. For ready reference, this provision states:

12. All revenues to be derived from the operation of “Ang Bahay ng Alumni” after deducting all operating costs and the appropriate annual contributions to the maintenance fund and the reserve for improvement of the building shall be donated to the Library Collection Development Fund of the University.

The UPAA is requesting for a three-year moratorium to enable it to cover the costs of air-conditioning and other capital expenditures incurred under the on-going project to significantly renovate and upgrade the Ang Bahay ng Alumni Building, so that it can generate greater revenues for UP. The first phase of the project, which included the installation of an air-conditioning system and the corollary electrical, civil, waterproofing and other works in the building, was successfully completed last June 2011 at a cost of about PhP19 Million.

Prior to starting the project, UPAA had solicited enough funds from alumni and other donors to cover the total cost. However, it turned out that certain terms and conditions attached to a major donation have inadvertently prevented UPAA from accessing the fund. UPAA had been able to pay only PhP11 Million to the contractors, leaving a balance of about PhP8 Million in completed contracts that urgently need to be paid within a reasonable period. If UP allows UPAA to suspend the remittances for the UPLF starting FY 2009 and up to FY 2012, UPAA will be able to satisfactorily manage payment of its outstanding debt of PhP8 Million.

The President endorsed the request.

Board action: APPROVAL.
The President endorsed the following:

Guidelines for Annual Operating Allowance for Professors Emeriti in the amount of PhP50,000 as Approved by the Board at its 1265th Meeting held on 17 December 2010

The Board approved the annual operating allowance for Professors Emeriti, in the amount of PhP50,000. The grant will be used for the production of teaching materials, or in the pursuit of research/creative work (e.g., purchase of laboratory supplies, professional fees for artists, draftsmen, printing, etc.)

The Board also approved the following guidelines:

1. Teaching assignments are given in order to meet the exigencies of the service, as justified by the head of the unit. Honorarium shall be given for a maximum of three units for teaching load only.
2. The research/creative work is subject to existing University guidelines, as follows:
   a. The research/creative work must be within the thrusts of the unit.
   b. A research/creative work proposal shall be submitted to the head of the unit, describing the expected output(s). The approval of the proposal by the head of the unit does not mean approval of financial support; and
   c. Annual reports of accomplishments shall be submitted to the Unit.

Additional guidelines for approval of the Board:

1. The intention of the annual operating allowance is to cover expenses within the year. The head of the unit shall recommend to the Chancellor, through channels, the recommendation for the schedule of payment of the annual operating allowance of the professor emeritus, with the latter’s letter of request and project proposal.
2. Schedule of releases

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial release:</td>
<td>PhP30,000</td>
<td>Upon submission of the letter of request by the Professor Emeritus, for imple-</td>
</tr>
<tr>
<td>60%</td>
<td></td>
<td>mentation of the project within the year.</td>
</tr>
<tr>
<td>Final release:</td>
<td>PhP20,000</td>
<td>Upon submission of the final report or output of the research or project; after a</td>
</tr>
<tr>
<td>40%</td>
<td></td>
<td>public lecture; or after the performance of the professor emeritus-artist.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: no final report or output, no renewal of the annual operating allowance.</td>
</tr>
</tbody>
</table>

3. The Professors Emeriti are encouraged to publish their reports in peer-reviewed national or international journals, as chapters in a book, or in other forms. Affiliation with the University of the Philippines must be indicated. Public lectures and performances (for artists) are also encouraged.

Board action: APPROVAL.
Special Projects of the Office of the Vice President for Academic Affairs

1. Packaging the University of the Philippines

Brief Description of the program/project

The purpose of “Packaging the University of the Philippines” is to develop the essential materials certain to generate interest in UP. The project aims to:

1. reinforce the strengths and highlight the achievements of UP as a national university (in coordination with the Public Affairs Office), enhance linkages and collaborations with other international academic institutions (in coordination with the Public Affairs Office), promote the talent pool of the university graduates to various local and international companies and organizations, create a centralized database for the university scientists and researchers and their field of specialization;
2. entice the best and brightest high school students into taking the UPCAT and enrolling in UP;
3. improve the GE courses, incorporate research and creative work into the GE program; highlight the relevance and practicality of UP training in advancing students’ careers;
4. attract more public and private funds to drum up inter-departmental and cross-disciplinary researches, highlight and market research outputs of the university (laboratory to market programs), and promote the various services of research units of the university to companies and individuals; and
5. create materials such as proposals for submission to large benefactors such as the “Giving Pledge” group (an elite group inviting the wealthiest individuals and families in America to commit to giving the majority of their wealth to philanthropic causes), and to find a way to entice big donors into supporting UP and its programs.

Justification

As the national university, UP needs to attract the brightest students in the country. Private schools are starting to gain the lead through media efforts, so UP must not rest on its laurels but endeavor instead to become more visible and accessible to the public. This entails becoming proactive in its student search. It is UP’s duty to look for the finest students in the land who will serve the country in the future.

“Packaging the University of the Philippines” will highlight the accomplishments of UP faculty, research and creative units, students, and alumni as well as the success of UP programs that are certain to encourage and entice potential students.

Several colleges in UP Diliman have successfully gone on road shows to top high schools and presented their programs, which has resulted to increased enrolment. The project’s advertising package will be presented to the different high schools in the country. Its output will enable other units to bring UP to various parts of the country using carefully conceptualized promotional material.

An Academic Portal will also be created, where the UP alumni’s accomplishments will be uploaded for faster dissemination. Media exposure and personal appearances will also constitute the packaging.

This project will not only attract prospective UPCAT applicants, but will also bring UP-based accomplishments to the attention of the University’s community. Ultimately, such widespread awareness will result in the influx of funding support from alumni and other external resources.

Work plan to include activities, deliverables, deadline for deliverables

The program requires the establishment/development of the following:

1. academic portal
2. print materials
3. promotional activities e.g. media exposure, road shows, etc.
**Budget (itemized by PS, Operating Expenses, Misc, etc.)**

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Services</td>
<td>PhP 500,000</td>
</tr>
<tr>
<td>MOOE</td>
<td>PhP 2,500,000</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td>PhP 3,000,000</td>
</tr>
</tbody>
</table>

*Project staff with qualifications and information on position in University, if a UP employee.*

The Committee on Packaging academic and other accomplishments, effective communication and marketing UP to the public was constituted in collaboration with Associate Professor Leonardo Rosete from the College of Fine Arts, UP Diliman as Chair and Dr. Karlo Gicana from the College of Veterinary Medicine as Co-Chair. The following are the members of the Committee:

- Dr. Antoinette Hernandez, Assistant Vice President for Academic Affairs
- Dr. Danilo Arao, Assistant Vice President for Public Affairs
- Dr. Jose Wendell Capili, Assistant Vice President for Public Affairs
- Dr. Neil Bascos, College of Science, UP Diliman
- Dr. Aleli Domingo, College of Arts and Sciences, UP Los Baños
- Dr. Miguel Fortes, College of Science, UP Diliman
- Dr. Jose Neil Garcia, Director UP Press
- Dr. Primo Garcia, FMDS, UPOU
- Dr. Mila Laurel, College of Arts and Letters, UP Diliman
- Dr. Grace Yu, College of Medicine, UP Manila
- Mr. Jose de Leon, Webmaster, OVPAA
- Mr. Efren Ricalde

**2. ASEAN International Student Exchange Program**

*Brief Description of the program/project*

The Program will fund the studies of ten (10) exchange students in ASEAN universities with which UP has a memorandum of agreement.

The exchange students under this Program will still pay tuition to UP but they will each be entitled to travel expenses, e.g., for Thai universities, a stipend of BHT 20,000/month for five (5) months. Other Asian universities also require their outbound exchange students to pay tuition to their home units. The degree program for the exchange will be identified depending on the available degree programs in the foreign institution.

The exchange program can be initiated with Thailand universities since their academic calendar coincides with that of the UP. The program will start in the Second Semester AY 2011-2012.

*Justification*

The University has scholarships for foreign students but there is a need for outbound programs for UP students as well. Student exchange programs can form an exciting portion of the curriculum that will further engage students in their studies. Immersion in a foreign culture for a semester can provide an enriching experience. Apart from a student’s exposure to another culture’s customs and traditions, it will enhance self-confidence and cultivate a sense of independence in the students.

In the last ASEAN University Network (AUN) meeting in March 2011, the AUN awarded the University with five student scholarships to AUN member-universities. This could be the beginning of a student exchange program in UP, since it offers scholarships open to foreign students. A student exchange program is an excellent way of establishing the University’s visibility in the region.
It is proposed that a component of the International Linkages Fund under the Office of the Vice President for Academic Affairs be expanded to include a UP-ASEAN Student Exchange Program for undergraduate students of a specific degree program. At present, the Fund is only utilized for the expenses related to the participation of the University in international academic organizations such as the AUN and the Association of Pacific-Rim Universities.

It is our belief that the exposure will develop in the students a global perspective of their education.

Work plan to include activities, deliverables, deadline for deliverables

<table>
<thead>
<tr>
<th>Activity</th>
<th>Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call for applications</td>
<td>First week of September 2011</td>
</tr>
<tr>
<td>Awarding of scholarships</td>
<td>First week of October 2011</td>
</tr>
<tr>
<td>Submission of scholarships to</td>
<td>Second week of October 2011</td>
</tr>
<tr>
<td>partner institution</td>
<td></td>
</tr>
</tbody>
</table>

Budget (itemized by PS, Operating Expenses, Misc, etc)

An increase in the allocation of the OVPAA-International Linkages Fund is required in the amount of PhP2,000,000 for the UP-ASEAN International Student Exchange Program.

- Travel expenses for 10 students at P30,000 each: 300,000
- Stipend at PhP150,000 for five (5) months: 1,500,000
- MOOE: 200,000

Project staff with qualifications and information on position in the University, if a UP employee

The program shall be implemented by the Office of the Vice President for Academic Affairs and the Office of Institutional Linkages.

3. UP Research Dissemination Grant

Brief Description of the program/project

The UP Research Dissemination Grant for 2011 will be awarded to twenty-five (25) outstanding faculty members who receive invitations or gain acceptance to present their research papers in prestigious international conferences.

Justification

The University is composed of a number of faculty members who are prolific in scientific research and publication. Unfortunately, they cannot present their research output to the international scientific community due to lack of funds. The Faculty Development Fund of their respective CUs cannot always cover expenses that would be incurred at international conferences. At present, the limited amount of the OVPAA Research and Coordination Fund only allows assistance for matters related to local research collaborations.

The program’s incentive would enjoin more faculty members to conduct more research that would make the University more visible in the international research community.

Budget (itemized by PS, Operating Expenses, Misc, etc)

An increase of PhP2,000,000.00 in the allocation of the OVPAA Research and Coordination Fund is recommended to finance the UP faculty’s research presentation and participation in international conferences. The guidelines will follow the UP Research Dissemination Grant.

Project staff with qualifications and information on position in the University, if a UP employee

The UP System Research Dissemination Grant will be implemented by the OVPAA.
4. Establishment of Additional Academic Distinction Awards

**Brief Description of the program/project**

Competitions will be organized to encourage outstanding academic performance and productivity. Faculty, researchers, creative artists and students in the University will be encouraged to participate. Substantial monetary awards and incentives will be provided to winners under the proposed Academic Distinction Award. Widespread inter-CU publicity of competitions and public recognition of winners will be used to promote and reward excellence in the University.

**Justification**

In a series of OVPAA Focus Group Discussions (FGDs) with selected outstanding faculty, students and REPS, we found that there are a lot of accomplishments in the University that need to be acknowledged. Unfortunately, there are only a number of competitions, awards and incentives currently in place in the University.

The increase in the allocation of funds will allow outstanding members of the UP community to be duly recognized for their work.

**Work plan to include activities, deliverables, deadline for deliverables**

The areas of competition and the schedule of activities are still being finalized. Examples of proposed areas of competition are:

- best GE course, best multi-disciplinary course
- best e-learning materials
- best multi-media documentary
- best technological innovation
- best research mentors (highest number of MS and PhD graduates mentored/advised)
- most highly cited researchers (highest Hirsch index/number of years since PhD was obtained)
- best environmental intervention
- best integrated arts and science work
- best UP civics project
- competitions in computational skills
- debates on public issues
- on-the-spot art contests
- science and math contests
- sports competitions
- best ideas for green, electronically efficient and healthy UP lifestyle

**Budget (itemized by PS, Operating Expenses, Misc, etc)**

An increase in the allocation in the amount of PhP500,000.00 for the Year 2011 is recommended to fund ten (10) awards with PhP50,000.00 monetary award each in different fields or disciplines to be identified later.

**Project staff with qualifications and information on position in the University, if a UP employee**

These awards will be implemented by the Office of the Vice President for Academic Affairs.

5. Summer Workshop Program

**Brief Description of the program/project**

In conjunction with the “Packaging the University of the Philippines,” the establishment of a summer workshop program aims to support bright young students in their research and other projects, as well as to entice prospective students into enrolling in the University.
It will enable promising junior and senior high school students to conduct research and do creative work, among other activities, through the use of the University’s facilities, with the support and under the guidance of UP.

Justification

As with “Packaging the University of the Philippines,” this program recognizes the need of the University to attract the brightest students in the country. UP must become proactive in its search for the best high school students. The summer workshop and qualifying competitions for such program will help identify the sharp, driven, and talented students, who would be encouraged by a nurturing summer program in UP to apply and enroll at the University. Instead of a road show, UP will be able to demonstrate first-hand how its facilities, faculty, and general environs can assist in the prospective student’s development and future success.

Work plan to include activities, deliverables, deadline for deliverables

The program will require the establishment of a competition that will involve a nationwide announcement, a pre-screening selection, and an award of the opportunity to avail of the summer workshop.

Budget (itemized by PS, Operating Expenses, Misc, etc.)

<table>
<thead>
<tr>
<th>Institution</th>
<th>Groups</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>UP Diliman</td>
<td>4</td>
<td>PhP150,000.00</td>
</tr>
<tr>
<td>UP Manila</td>
<td>2</td>
<td>PhP100,000.00</td>
</tr>
<tr>
<td>UP Los Baños</td>
<td>2</td>
<td>PhP100,000.00</td>
</tr>
<tr>
<td>UP Visayas</td>
<td>1</td>
<td>PhP 50,000.00</td>
</tr>
<tr>
<td>UP Baguio</td>
<td>1</td>
<td>PhP 50,000.00</td>
</tr>
<tr>
<td>UP Mindanao</td>
<td>1</td>
<td>PhP 50,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>PhP500,000.00</strong></td>
</tr>
</tbody>
</table>

Project staff with qualifications and information on position in the University, if a UP employee.

The Program will require the participation of key faculty and researchers in the University who will be willing to inspire and train students in their classes, laboratories and in the field.

Board action: APPROVAL

UP Modernization Program — Doctoral Studies Fund

1. Purpose

The Doctoral Studies program was created to propel and facilitate the advancement of Ph.D. faculty members across the UP System. It was established by the BOR in its 1152nd meeting on 26 July 2001, pursuant to the UP Modernization Program and its vision of a 21st century university.

2. Eligibility

2.1. Only regular faculty with MA/MS (and equivalent) degrees may apply for doctoral support.
2.2. The applicant must have a good track record and display a potential for contributing to the field.
2.3. His/her rank may not be higher than Assistant Professor and his/her age must be below forty-five at the time of application.
2.4. The grant may be awarded only if the candidate has been admitted into a reputable doctoral program.
2.5. The doctoral program must belong to a discipline/field in which the campus needs to develop expertise. For this reason, the constituent university (CU) shall submit the profile of faculty in the field/discipline it recommends to be developed, specifying the areas of concentration to be developed and why.

3. Scope of Fellowship

3.1. Full-time local and foreign doctoral studies are supported.
3.2. The length of the fellowship is three years, beyond which period the grantee must seek support from his/her CU or some other source.
4. **Local Fellowship Benefits**

4.1. The Doctoral Studies Fund shall provide the following:

- Salary of the substitute faculty (Instructor 1 rank)
- Monthly stipend of PhP5,000.00 for twelve months of the year for fellows studying in their home university and PhP10,000.00 for those studying in another CU (to cover relocation costs)
- Book allowance of PhP5,000.00 per semester

4.2. The CU shall provide the following:

- Fellow’s salary and other entitlements attached to the position
- Dissertation allowance

5. **Foreign Fellowship Benefits**

5.1. The Doctoral Studies Fund shall provide the following:

- Pre-travel and clothing allowances
- Tuition and related fees
- Foreign travel
- Living allowance for grantee excluding family (amount depends on place of study)
- Other fees that may be required (subject to availability of funds and evaluation by the Vice President for Academic Affairs [VPAA])

5.2. The CU shall provide the following:

- Fellow’s salary and other entitlements attached to the position
- Salary of substitute faculty or overload pay of remaining faculty

6. **Application Requirements**

6.1. The CU shall submit the applicant’s track record.

- Performance in graduate school and likelihood of completing the degree
- Papers read in conferences, completed research projects and publications or creative work and other intellectual outputs
- If the applicant previously enjoyed a grant, why was it stopped

6.2. The CU shall also present the applicant’s potential contribution to his/her unit and indicate if the applicant is tenured or on tenure track.

6.3. Applicants for a foreign fellowship shall submit the following:

- Budget, including tuition and other school fees, estimated living and other expenses
- Basis for the proposed amounts (see application form)

6.4. Applicants (for either type of fellowship) shall inform the VPAA if they have applied for and/or will receive funding from other sources (e.g., DOST grant, private grant, teaching assistantship). If external funds are insufficient, proof of this must be supplied; the amount of the fellowship shall then cover the balance needed.

7. **Procedure**

7.1. The CU shall review applications and with the Chancellor’s endorsement, address its recommendations to the President through the VPAA.
7.2. The VPAA shall review the applications, including the budget, and revise the latter if necessary. The VPAA shall send his/her recommendations to the President for final action.

7.3. Once approved by the President, the Office of the Vice President for Academic Affairs (OVPAA) shall prepare the contract and arrange the release of funds.

8. Release of Funds

8.1. The Fund shall support three years of fellowship but releases shall be computed annually, subject to satisfactory progress and submission of all requirements.

8.2. At least 50 percent of the grant amount of the first year shall be paid upon signing the contract. The release of the balance shall be determined by the OVPAA in consultation with the grantee.

9. Obligations of Fellows

9.1. Faculty supported by the Fund shall be bound by University rules on study leave with pay.

9.2. The fellow shall carry a full study load or undertake dissertation research. Fellows are expected to enroll during the summer. If suitable courses are not available, the fellow shall undertake a research or study plan endorsed by the adviser and submitted to the OVPAA.

9.3. Local fellows shall submit their grades to the OVPAA at the end of each semester. Foreign fellows shall submit mid- and end-year reports, including their grades, and reports from their foreign adviser.

9.4. Should the fellow obtain funding from other sources during the course of the fellowship (e.g., DOST grant, private grant, teaching assistantship, etc.), he/she shall inform the VPAA so that the amount of the fellowship can be adjusted to cover the balance needed.

9.5. Recipients who fail to comply with the terms of the fellowship and those whose grants are terminated for cause during the grant period shall return the full amount received. Payments to the University shall be made in full in case of resignation, and through salary deductions in other cases. Grantees shall also be subject to such other sanctions as are prescribed by pertinent University rules. Furthermore, they shall be disqualified from all university grants.

10. Intellectual Property Rights

10.1. The UP Press shall have first option on the manuscript should the author wish to publish it.

10.2. Publications and other outputs produced in the course of or as a result of the fellowships shall be bound by the University policy on Intellectual Property Rights.

Board action: APPROVAL.

Master’s Fellowship Program

1. Purpose

Constrained by heavy teaching loads, unavailability of faculty items, and insufficient graduate programs, faculty members of regional CUs—particularly UP Baguio, UP Visayas, UP Mindanao, UP Manila School of Health Sciences and UP Cebu College—face considerable difficulty pursuing even master’s programs. While each CU allocates parts of its internal budget for faculty development, the fund can support only a very limited number of faculty members. The local master’s degree fellowship therefore aims to assist the (above) regional CUs in developing their junior faculty by providing the CUs with supplementary funds for a period of five years, starting 2011. The program may be extended for another three to five years, provided progress has been exemplary and funds are available.

2. Eligibility

2.1. Regular faculty members with at least one year of highly satisfactory teaching experience, a good track record, and who display potential for contributing to the field may apply.

2.2. The applicant’s rank must not be higher than Assistant Professor and his/her age must preferably be below thirty years at the time of application.
2.3. The grant may be awarded only if the candidate has been admitted into a master’s program in UP or, if the program is not offered by UP, in a leading university in the country. Requests to study in a university outside UP shall require prior approval by the VPAA.

2.4. The study area should be within the unit’s approved faculty development plan and recommended by the CU’s Academic Personnel and Fellowship Committee or an equivalent body.

3. Scope

3.1. The fellowship shall apply only to UP Baguio, UP Visayas, UP Mindanao, UP Manila School of Health Sciences and UP Cebu College.

3.2. The length of the fellowship shall be two years of full-time study, beyond which period the grantee must seek support from his/her CU or some other source.

3.3. The fellowship shall be funded by an annual supplementary allocation to the CUs for five years starting 2011, in the following amounts:

- UP Baguio PhP 2,000,000.00
- UP Visayas PhP 2,000,000.00
- UP Mindanao PhP 2,000,000.00
- UP Manila School of Health Sciences PhP 1,000,000.00
- UP Cebu College PhP 1,000,000.00

4. Benefits

4.1. The fellowship shall provide the following:

- Free UP tuition and all other authorized school fees (except student fund fee); if not studying in UP, the amount equivalent to UP Diliman tuition, balance of which is to be paid by the fellow
- Monthly stipend of PhP5,000.00 for twelve months of the year for a maximum period of two years
- Book allowance of PhP2,500.00 per semester
- Two round-trip economy fare tickets per year for fellows studying in another campus
- Thesis support of PhP15,000.00, given once when the fellow is at the thesis stage as certified by the Graduate Committee

4.2. The CU shall provide the following:

- Fellow’s salary and other entitlements attached to the position
- Salary and other entitlements of substitute faculty

5. Program Implementation

5.1. The CU shall follow the usual application procedure for local faculty fellowship. In the case of studies in a university outside UP, item 2.3 shall apply.

5.2. The CU shall apply for the release of funds, attaching the list of fellows, their programs and universities, and the corresponding budget. The request shall be sent to the Vice President for Academic Affairs, who shall review the list of fellows and then forward the request to the Vice President for Planning and Finance. The President shall approve all requests from the CUs.

5.3. The CU shall administer the fellowship program, release the stipends and other benefits, monitor the progress of fellows, and render an annual report to the VPAA.

6. Obligations of Fellows

6.1. Faculty supported by the Fund shall be bound by University rules on study leave with pay.

6.2. The fellow shall carry a full study load or undertake thesis research. Fellows may enroll during the summer if authorized courses are available; otherwise, the fellow shall undertake a research or study plan approved by the adviser.
6.3. Recipients who fail to comply with the terms of the fellowship and those whose grants are terminated for cause during the grant period shall return the full amount received. Payments to the University shall be made in full in case of resignation, and through salary deductions in other cases. Grantees shall also be subject to such other sanctions prescribed by pertinent University rules. Furthermore, they shall be disqualified from all university grants.

7. Intellectual Property Rights

7.1. The UP Press shall have first option on the manuscript should the author wish to publish it.

7.2. Publications and other outputs produced in the course of or as a result of the fellowships shall be bound by University policy on Intellectual Property Rights.

**Board action:** APPROVAL.

Revision of the International Publication Award

Improving incentives for UP researchers and units through the International Publication Awards (IPAs)

**SITUATIONER ON IPAs**

The UP International Publication Award (IPA) has been a major driving force for increasing international, peer-reviewed, high quality publications in UP in the last few years.

Presently, only faculty and researchers employed by UP are qualified to receive this award. Undergraduate and graduate thesis students, research associates, collaborators and consultants, who contribute to the new knowledge, discoveries and innovations generated in a research project that are reported in a publication, are not entitled to an IPA because they are not employed by UP. This has resulted in the demoralization or reduced enthusiasm of young researchers and students who otherwise would be more inclined to pursue research and attain MS and PhD degrees in UP.

While UP faculty and senior REPS conceptualize and lead research projects, foreign-based Filipino researchers contribute important state-of-the-art technology and global perspectives to local research, and the rank-and-file of young researchers, some of whom are hired through externally-funded projects, conduct the experiments and implement the research project.

**BACKGROUND AND RATIONALE FOR REVISIONS:**

There is a need for proper recognition and fair attribution in an international publication of the research contributions of all members of a research team. There is a need:

1. to provide more incentives to young students and researchers who are embarking on a research career and who have contributed to new knowledge generated through projects conducted in UP.
2. to recognize the support provided by a UP unit to its researchers
3. for wide public dissemination of the international publications of UP.

Under the new UP charter, UP is envisioned to significantly strengthen its research culture and increase nationally relevant research output. President Pascual’s team, through the OVPA, is crafting a new research agenda in the next six (6) years based on:

1. **new research priorities**, which will include interdisciplinary research programs that translate to public good and are responsive to national and global issues; research projects that generate new fundamental knowledge about man and nature to provide new paradigms for solving problems; research projects that will translate to techno- and entrepreneurship opportunities for UP researchers.
2. a new research process, which will include efficient administration and monitoring of research operations; external technical review of research proposals and output; longer term and more substantive financial support for research personnel, equipment and operating expenses of integrated research programs.
3. new research incentives, which will include research track and development grants for young faculty; public recognition, competition and awards for researchers; creation of centralized research equipment facilities and an enabling research environment; and the expansion of the coverage of the International Publication Awards (IPAs).

PROPOSED REVISED PRINCIPLE OF THE IPA:

It is proposed that all Filipino faculty members, REPS, project researchers and thesis students who indicate UP as their affiliation in an international publication, whether employed or not employed by UP, should qualify for a pro-rated share of the IPA. Further, it is proposed that a UP unit that is indicated as the affiliate institution of the Filipino author receive an IPA. It is proposed that UP’s international publications be publicized within the UP community, nationally and internationally, to contribute to the national and global relevance and stature of UP.

PROPOSED REVISION FOR GRANTING AND PUBLICIZING THE IPAs:

1. OVPAA will continue to grant IPAs for international Thomson-Reuters-listed and SCI-indexed publications. OVPAA will establish a time-bound, online paper view system for IPA application, evaluation, processing and awarding.
2. The new OVPAA template for an IPA application requires information on the international publication, including all Filipino authors affiliated with UP. The information will be attested to by the UP-employed authors and their immediate supervisors, the directors or chairs of their units. The signatures of the Dean and Chancellor will not be required.
3. The abstracts of all awarded publications will be publicized and posted online in the OVPAA academic portal. As a prerequisite for the release of the monetary award, the UP authors will be required to prepare a short simplified summary of the publication - that can be understood by the academic community and the general public.

PROPOSED REVISION FOR FUNDING AND DISBURSEMENT OF THE IPAs:

1. The maximum amount of the IPA remains at P55,000.00. The IPA Fund will continue to be the source of the IPA awards of UP-employed authors.
2. It is proposed that the IPA Fund will also be the source of funds for the IPA of all other UP-affiliated, non-UP-employed, authors. Each UP-affiliated author will receive a pro-rated share of the IPA equal to PhP55,000 divided by the total number of authors.
3. It is proposed that the IPA Fund will also be used as the source of funds for the IPA of the UP affiliate units of the UP authors. The proposed maximum amount of the IPA for UP units is PhP15,000.00. Each UP affiliate unit will receive a pro-rated share of the IPA equal to PhP15,000.00 multiplied by the number of authors affiliated with the unit divided by the total number of authors.
4. Based on the record of IPAs from January to June 2011 and the estimate of total UP-affiliated, non-UP-employed, authors and UP affiliate units (Annex 4), the estimated additional funds to be paid out by the IPA Fund is PhP1,608,000.00 a year.
5. The IPA to UP-employed authors will continue to be deposited in their UP-linked bank accounts. The OVPAA will sign a contract with the UP unit which has an international publication indicating that the IPAs will be paid to the unit and the UP-affiliated, non-UP-employed authors, IPA amounts computed as described above, for conducting the research that resulted in an international publication of UP.

Board action: APPROVAL.
Institution of UP Research Process Program

Reinventing research in UP

Research in UP has become more productive in the last few years based on the increasing number of peer-reviewed publications. This can be attributed to new sources of funding, more protected time from teaching (deloading) for research among faculty, and research incentives such as the International Publication Award, among others. There are already models of research successes in UP that can be emulated.

To further increase the productivity of UP researchers, and the production of MS and PhD graduates in UP, improvements in the research process are being proposed. The new paradigm for research would lead to a faster rate, higher quality and greater quantity of publications, as well as to applications, business development and technology transfer of research findings, or to translation to public good at the national or community level. This will involve improved administrative efficiency, increased collaboration among researchers, more intensive training and preparation of young faculty, undergraduate and graduate students for research, regular public dissemination, proper attribution and increased incentives for all researchers, among others.

Research priorities in general terms are the following:

1. Innovative interdisciplinary research (IDR) programs that address pressing problems and provide opportunities for growth and development in Philippine society
2. Innovative IDR programs that address pressing problems and provide opportunities for growth and development in the UP communities and campuses
3. Innovative IDR programs to develop unique Philippine resources that represent a competitive advantage regionally or globally
4. Innovative research projects with clear technology transfer and commercialization potential that could reap benefits for UP researchers and UP
5. Innovative research projects that aim to generate a continuous stream of new knowledge to understand natural phenomenon and find useful applications that benefit human society and nature

The research process is proposed as follows:

1. OVPAA issues a call for proposals to all CUs for an IDR program with a broad range of topics that are nationally relevant or responsive to public need.
2. Guidelines for preparing a capsule proposal are provided.
3. The IDR program requires the involvement of at least three (3) disciplines. Participation in one IDR program of researchers in at least two (2) CUs is encouraged.
4. Researchers from complementary disciplines submit a capsule proposal. The lead proponent is one who has a good research track-record and publication record.
5. OVPAA selects the top capsule proposals and provides funds for the preparation of a full-blown program proposal.
6. The proposal is prepared for two (2) months with guidance from OVPAA and from experienced researchers. The research team identifies a research operations manager.
7. OVPAA sponsors public symposia and training workshops on research to strengthen research:
   7.1. UP Scientists 3,2, and 1 as models present their research successes, peer-reviewed published work, other academic output, as well as their success in mentoring graduate students, in public symposia.
   7.2. Research proponents present model publications and other academic output similar to what they aim to produce from the research proposal in a workshop.
   7.3. Research proponents undergo a training and review workshop for writing research proposals and for preparing high quality publications.
   7.4. The research leader and research manager undergo leadership and management training.
8. The research program proposal includes the following features:
   8.1. The proposal is planned for five (5) years: Phase 1 - one year; Phase 2 - two years; Phase 3 - two years.
8.2. Program operations management, continuous monitoring and assessment plan relating to administrative, legal, contractual, financial matters, and procurement, public dissemination and artistic, cultural and socially-relevant packaging of the research; business development and feasibility plan; intellectual property development plan.

8.3. Protected time for research or deloading of faculty researchers; research track record of proponents, research commitment of the institution that would support the proposed program.

8.4. Budget for honoraria for project leaders and research manager, for salaries of RAs and postdoctoral positions, for airfare and per diem of foreign-based consultants/collaborators to spend one to two (1-2) months in UP, for research stints abroad for one to two (1-2) RAs/graduate students, for participation in national and international conferences, for analytical service fees for use of common facilities in UP or outside UP; budget for consumables and supplies, MOOE, and equipment.

8.5. Counterpart funding and existing support facilities in UP to carry out research; plan to obtain additional funding from external sources to augment the initial seed funding provided by UP

8.6. Foundational and cross-disciplinary courses that support this IDR program to be enrolled in by RAs and graduate students; probational checkout training period for RAs to develop baseline skills in the laboratory.

8.7. Plan to conduct regular journal club meetings and to present progress of work in research fora.

9. The IDR program proposals are subjected to intensive external review, competition and ranking by foreign-based and local external reviewers. Technical merit, research team strength, feasibility plan, national relevance and global competitiveness are considered.

10. IDR program proposals are awarded, contracts are signed; research programs and implementing teams are prominently publicized in UP.

11. Common technical facilities and supplies required by all awarded programs are identified. A central supply facility is established in major campuses; existing techno-incubation, instrument and testing facilities in UP are made available to the research programs.

12. Phase 1 (one year) of the IDR program is implemented. The research manager continuously consults UP System VP offices regarding the implementation of the program. External review team visits the site of research implementation. Semi-annual and annual reports are submitted and reviewed.

13. A highly satisfactory IDR program is renewed for Phase 2 (two years) and follows the same processes as in Phase 1 with additional financial support for growth and expansion of the program. Subsequently, it can be renewed for Phase 3 (two years) following the same principles and guidelines for Phases 1 and 2. An outstanding IDR program is supported for a total of five years. Every year, the IDR team participates in a public symposium and presents research results, published work and other academic output to the UP community.

Board action: APPROVAL.

Revisions of the GE Framework and GE Requirements for Undergraduate Programs of UP Visayas

This was approved by the UPV University Council in its 93rd meeting held on 11 December 2010. UPV GE Framework.

In the original framework approved for UPV, the requirement is: Every GE course, existing or to be instituted, must satisfy at least two of the objectives, apply one mode of inquiry and develop two of the skills listed.

The new requirement will now be: Every GE course, existing or to be instituted, must satisfy at least three of the objectives, apply at least one mode of inquiry and develop two of the skills listed.

GE requirements for all undergraduate programs

a. In the Arts and Humanities domain, six (6) units of communication courses, three (3) units of which must be in written communication skills; and
b. Three (3) units in Philippine Studies in any domain.

Board action: APPROVAL.
Proposal of the UPLB College of Public Affairs (CPAf) for the Establishment of The Ledevina V. Cariño Professorial Chair on Volunteerism and Philanthropy at the UP Los Baños in Honor of Dr. L.V. Cariño for her Outstanding Contribution in the Field of Public Administration, Political Science and Sociology

Dr. Cariño was a role model and one of the pillars in the creation of UPLB College of Public Affairs (CPAf). She obtained a Bachelor’s degree in Public Administration, Master’s degree in Political Science, and Doctorate degree in Sociology. Dr. Cariño spearheaded the creation in 1994 of the Ugnayan ng Pahinungod Corps of the University of the Philippines. She was an accomplished academian and dedicated volunteer worker.

CPAf with the concurrence of the College of Agriculture will donate the amount of PhP1,060,000.00 to be held in trust, earnings of which will fund the proposed Professorial Chair. Said amount will come from the administrative cost of the project entitled “Collaborative Research, Development and Extension Services for Food Security”.

Board action: APPROVAL.

Request for Waiver of the BOR Approved Rule on Sabbatical that “In No Case shall the Sabbatical be Granted, Within Two Years Before the Faculty Member’s 65th Birthday” in Favor of Dr. LEONOR M. SANTSOS, College of Fisheries and Ocean Sciences, UP Visayas, Effective 1 November 2011 until 31 October 2012

The merged Institute Academic Personnel Committee (IFPT-IMFO-IFPDS) met and upheld the recommendation of the IFPT Director for one semester effective 01 November 2011 to 31 May 2012 for sabbatical of Dr. Leonor Santos.

The Committee believes that Dr. Santos has served the University well in various capacities as faculty member, administrator and researcher in her 40 years of service. She has never availed of sabbatical leave because she has been continuously requested to serve the University, an indication of commendable integrity and dedication to service. This is a valid reason for granting her respite from regular routines and in order for her to attend to her other commitments prior to her retirement from government service. When she did not apply for sabbatical leave, but opted to serve as Vice Chancellor for Academic Affairs clearly expresses her “commitment to service above self”, thus can be considered meritorious enough to be afforded the privilege of sabbatical leave.

The Chancellor of UP Visayas recommends approval of the request of Dr. Santos for the following reasons:

- This is the first time that Dr. Santos will avail of the sabbatical leave after almost forty (40) years of serving the University. She planned to go on sabbatical in 2008, however, she had to forego this to assume the position of Vice Chancellor for Academic Affairs (VCAA) upon the Chancellor’s persistence. Her term as VCAA will end on 31 October 2011;
- Dr. Santos is 63 years old and will reach the compulsory age (65) on 16 February 2013.
- She has been continuously serving as administrator at the College of Fisheries and Ocean Sciences (as Institute Director of two CFOS Dean) and at the UPV (as VCAA twice); an indication of her commendable integrity and dedication to service;
- She has been serving as Director of PCAMRD Zonal Center based at UP Visayas, Miag-ao, Iloilo for a couple of years now;
- She will report to work immediately after the expiration of her sabbatical;
- There will be no provision for a substitute or lecturer while Dr. Santos is on sabbatical;
- She has to request prior authority from the Chancellor in case she travels abroad during the period of her sabbatical; and

Dr. Santos holds the rank of Professor 12 and has been a faculty member of the University since 16 November 1971. She will spend her sabbatical completing a research report and a professorial chair paper. This will also be a respite from her regular tasks. Her absence due to the sabbatical will not adversely affect the teaching load of the College.

Board action: APPROVAL.
Invitation from Integrity Initiative

The Integrity Initiative is a private-sector led “multisectoral campaign that seeks to institutionalize integrity standards among various sectors of society”. It aims to build trust in government, create an equitable society and fair-market conditions. It was initiated by the Makati Business Club and the European Chamber of Commerce of the Philippines in late 2009.

At the center of the Integrity Initiative is the signing of the Integrity Pledge by CEO’S, COO’s, Managing Directors, Country Representatives or other senior company officials. In signing this pledge, a company will enjoy benefits which may initially include (a) “preferred supplier” status (for private and government contract); (b) hotline and helpdesk to prevent, detect and respond to corrupt and unethical business practices; (c) public recognition as a “clean or ethical company”; and (d) perks and privileges from participating government agencies.

There is nothing legally objectionable to signing the Integrity Pledge. However, it does not appear to provide any add-on value to the University considering that the benefits appear to be applicable or useful to private companies/businesses. While unclear based on their write-ups, whether signing the Pledge will make the University part not only of the Integrity Initiative Campaign, but of its SHINE Project as well, the Pledge contains some of the commitments/obligations outlined in the SHINE Project. Under the said project, there are commitments that the University must undertake to ensure collective action among business enterprises, such as, helping in the creation of a unified Business Code of Conduct, creation of key measures and control activities to ensure transparency, integrity and ethical business practice and supporting the development of an audit and certification program (including training program for advisers and auditors) to introduce and implement ethical practices in business processes among others.

In view of the foregoing and considering that the campaign hopes to get the “tone from the top” and oblige members of the organization to behave with integrity and ethical responsibility, not to mention the possible obligations that may be incurred by the University should joining the campaign likewise entail participating in the SHINE Project, then, this matter should be submitted for consideration of the Board of Regents.

Board action: The Board gave President Pascual the authority to consult with NCPAG and CBA and to decide when to sign the Pledge.

FISCAL MATTERS

The President endorsed the following:

Reprogramming of UP Open University’s Unexpended Obligations from CY 2009 in the Amount of Four Million Eight Hundred Twenty Eight Thousand One Hundred Thirty Six and 67/100 Pesos (PhP4,828,136.67), Certified as Available by UPOU Chief Accountant and Budget Office Chief, to be utilized as follows:

<table>
<thead>
<tr>
<th>Capital Outlay</th>
<th>PhP4,828,136.67</th>
</tr>
</thead>
<tbody>
<tr>
<td>To provide funds for the building structure</td>
<td></td>
</tr>
</tbody>
</table>

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 Visayas’ Prior Year’s Unexpended Obligations in the Amount of Six Million Two Hundred Forty Two Thousand Eight Hundred Thirty-Three Pesos and 04/100 (PhP6,242,833.04), Certified as available by UP Visayas Chief Accountant and Budget Office Chief, to be utilized as follows:

<table>
<thead>
<tr>
<th>Maintenance and Other Operating Expenses</th>
<th>PhP6,042,833.04</th>
</tr>
</thead>
<tbody>
<tr>
<td>To augment MOOE needs including Expenses for utilities, janitorial, Security services and repair &amp; Maintenance of facilities</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Equipment Outlay</th>
<th>PhP 200,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>To purchase some pieces of equipment</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** PhP6,242,833.04

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.

Request of UP Los Baños for Authority to Purchase One (1) Unit Brand New Motorcycle amounting to PhP67,265.00 for the Use of the College of Forestry and Natural Resources (CFNR)

The said vehicle will be used by the CFNR Administrative Services Office for ease and promptness in the discharge of its various errands such as delivery and pick-up of information and communication materials within the campus, among others.

The Department of Budget and Management (DBM) requires BOR approval for said purchase.

**Board action:** APPROVAL.

**Memoranda of Agreement for CONFIRMATION of the Board**

*Note:* These agreements have gone through the standard University processes from the Constituent Universities (CUs) concerned and the University System. In cases where there were irregularities in the processes, the documents were returned for review or to exact compliance by the concerned.

**Academic Agreements**

**UP Diliman**

**Agreement for Academic Exchange and Cooperation (3rd Renewal) between the University of the Philippines Diliman and the Hannam University, Korea**

**Project:** Academic Exchange and Cooperation

**Particulars:**

The Agreement is based upon the mutual interests of the UP Diliman and Hannam University to develop their academic programs through mutual cooperation and exchanges:

1. Exchange of Visiting Scholars;
2. Exchange of Students (Graduate and Undergraduate);
3. Exchange of Information;
4. Exchange of materials and equipment.
Statement from the Office of the Vice President for Legal Affairs (OVPLA): The Agreement has already passed legal review by the Diliman Legal Office (DLO) finding the same to be substantially in order. Suggested adjustments made by the UP-DLO have been complied with. The Agreement is being submitted to the Board of Regents for confirmation pursuant to I-C paragraph 13 (13.1) of the Handbook on Existing Delineation of Authority in the University.

Effectivity: Valid for a period of three (3) years commencing upon signing of the agreement. If no request is made to terminate it or to amend it six (6) months before its termination, it shall be valid automatically for another period of three (3) years

Date notarized: 16 May 2011

Board action: CONFIRMATION.

Agreement on Academic Cooperation between the University of the Philippines Diliman and the Universitas Advent Indonesia

Project: Academic Exchange and Cooperation

Particulars:

Both Universities agree to develop the following collaborative activities in academic areas of mutual interest, on the basis of equality and reciprocity:

1. Exchange of faculty, researchers and other research and administrative staff;
2. Exchange of students;
3. Collaborative research projects;
4. Lectures and symposia;
5. Exchange of academic information and materials; and
6. Promotion of other academic cooperation as mutually agreed.

Statement from the Office of the Vice President for Legal Affairs (OVPLA): The Diliman Legal Office found the Agreement to be substantially in order. The Office of the Vice President for Legal Affairs submits the Agreement to the Board for its confirmation.

Effectivity: Valid for a period of three (3) 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 notarized: 24 May 2011

Board action: CONFIRMATION.

Memorandum of Understanding between the University of the Philippines Diliman and the Sungkonghoe University, South Korea

Project: Academic Cooperation

Particulars:

Within the fields that are mutually acceptable, the following general forms of cooperation will be pursued:

1. The promotion and development of student exchange and study abroad;
2. The promotion of faculty exchange in comparable or similar degree programs;
3. the development of new degree training and other programs; and
4. the development of joint teaching and research initiatives where feasible.

Statement from the Office of the Vice President for Legal Affairs (OVPLA): The Diliman Legal Office had favorably endorsed the MOU.

The Terms and Conditions of said MOU appear to be in order and are in accordance with similar agreements of the University on the same subject matter. The MOU is being submitted to the Board of Regents for confirmation.

Effectivity: Effective for a period of three (3) consecutive years upon signing of the Parties and shall be renewed after being reviewed and renegotiated by both Universities.

Date signed: 29 May 2011 (Sungkonghoe University)
27 May 2011 (UP Diliman)

Board action: CONFIRMATION.

Memorandum of Agreement between the University of the Philippines and the Northern Foods Corporation (NFC)

Project: Industry Immersion Program

Implementing Unit: College of Home Economics, UP Diliman

Particulars:

The University shall:
1. Recommend the students who will undergo Industry Immersion in the Company;
2. Designate a Program Coordinator who will coordinate with the Company’s various activities under the Program; and
3. Hold the Company free and harmless from any claim, suit, damage or injury that may be claimed by the University or its students in connection with or arising out of the Letter of Intent.

The Company shall:
1. Deploy to the different areas of the Company the students recommended by the University to undergo training under the Industry Immersion Program. Specific assignments for each student shall be at the Company’s sole discretion, which shall be subject to change from time to time upon written notice to the designated Program Coordinator;
2. Assign personnel to take and supervise the students training. The practical and related works will be assigned to the students along his/her trade area of specialization;
3. Accomplish the necessary forms required by the University in connection with the training of students;
4. Issue Certificates of Completion to the students who will successfully finish the training under the program; and
5. Adopt and enforce rules that will govern the conduct of the Program. Said rules shall be made with to the University and the students before the start of the training.

Statement from the Office of the Vice President for Legal Affairs (OVPLA): The Agreement has already passed legal review by the Diliman Legal Office finding the same to be substantially in order and being the same agreement which the parties use yearly for the stated purpose, except for certain adjustments recommended by the UP-DLO.

The OVPLA concurs with the findings of DLO considering that the recommended adjustments have been complied with. The MOA is being submitted to the Board of Regents for confirmation pursuant to I-C paragraph 13 (13.1) of the Handbook on Existing Delineation of Authority in the University.
Effectivity: Effective upon signing and shall continue up to the termination of the student’s training

Date notarized: 11 May 2011

Board action: CONFIRMATION.

Memorandum of Agreement between the University of the Philippines and the National Research Council of the Philippines (NRCP)

Project: Development of an Ultra-high Temperature Chemical Vapor Deposition System

Amount of the Project: PhP501,650.00

Project Leader: Ms. Bess G. Singidas, National Institute of Physics, College of Science, UP Diliman

Particulars:

1. The project shall be undertaken by the Project Leader in accordance with the approved project proposal and in conformance with the approved Line Item Budget;
2. The NRCP support for the project shall be as follows:
   2.1. A grant of Five Hundred One Thousand Six Hundred Fifty Pesos (PhP501,650.00);
   2.2. Provide technical assistance relevant to the achievement of the objectives of the project; and
   2.3. Provide assistance in coordination with other government agencies on matters requiring attention or cooperation in so far as these are relevant to the project and within NRCP’s capability.
3. The Proponent/Implementing Agency, through Ms. Bess G. Singidas, Project Leader shall:
   3.1. Exert all efforts to attain the objectives of the project and shall operate within the limits of the approved line item budget;
   3.2. Keep records of project preparation, implementation and evaluation activities;
   3.3. Submit semi-annual progress and financial reports including problems encountered, one (1) week before monitoring. Failure to comply with these requirements would lead to the withholding of the next quarter’s fund release. Monitoring of the activities indicated in the agreement shall be conducted two (2) weeks after the end of each quarter;
   3.4. Ensure project’s continuity by:
      3.4.1. Securing the Office of the Vice Chancellor for Research and Development’s (OVCRD’s) approval at least a month before she/he or her/his co-workers in the project leave their station for other assignments involving a period of more than twenty two (22) consecutive days, copy furnished NRCP; and
      3.4.2.Assigning a person who is technically competent to undertake the work left behind by the concerned personnel.

Statement from the Office of the Vice President for Legal Affairs (OVPLA): The Agreement has already passed legal review by the Diliman Legal Office finding the same to be substantially in order.

Considering that the recommendations contained in the Memorandum TOT-2011-C-16 were complied with and that the inability to reflect the deletion was sufficiently explained, the MOA is being submitted to the Board of Regents for its confirmation.

Effectivity: Effective 15 December 2010 until 14 December 2011

Date signed: 13 January 2011

Board action: CONFIRMATION.
Memorandum of Agreement on Community Development Cooperation between the University of the Philippines and the Local Government of Bustos, Bulacan (Bustos LGU)

**Project:** Community Development and Fieldwork Instruction

**Implementing Unit:** College of Social Work and Community Development, UP Diliman

**Particulars:**

**The Bustos LGU shall:**
1. Ensure community accommodation and security of CSWCD students and personnel;
2. Provide on-site learning communities where students will be involved as learners and volunteers to support the implementation of the local development programs of Bustos LGU;
3. Provide CSWCD faculty, who will supervise the Field Instruction Program, with logistics as maybe agreed upon; and
4. Supervise, monitor and evaluate the students who will be involved in the communities.

**The University through the CSWCD shall:**
1. Provide students who will be deployed for their Field Instruction Program;
2. Adhere to the approved terms of reference, which will be detailed in every deployment;
3. Provide Faculty Supervisors designated to aid in the implementation of said courses;
4. Hold learning instructions and assist community programs at the identified communities;
5. Provide assistance and extension support to the Bustos LGU; and
6. Supervise the academic progress of the students who will be involved in the communities.

Statement from the Office of the Vice President for Legal Affairs (OVPLA): The Diliman Legal Office has favorably endorsed the MOA for approval and signature of the Chancellor. The said MOA is in order and is being submitted to the Board of Regents for its confirmation.

Effectivity: Effective upon date of signing and shall remain in force for a period of three (3) years from the date of signature by the representatives of the parties unless earlier terminated or revised upon mutual consent of both parties.

Date notarized: 23 May 2011

Board action: CONFIRMATION.

Memorandum of Agreement between the University of the Philippines and the Kodao Productions Organization, Inc. (KODAO)

**Project:** Airing of an advocacy radio program titled “Sali Na, Bayan!” over DZUP

**Implementing Unit:** College of Mass Communication, UP Diliman

**Particulars:**

**UP, through the CMC-DZUP, shall:**

a. Allocate the Station’s 2:00 pm to 3:00 pm time slot, from Monday to Friday, for the Program to be produced by Kodao, for the period from 1 June 2011 to 30 November 2011;

b. Assign a program Executive Producer (EP) who shall coordinate with and assist the equivalent Producer of Kodao in terms of the technical requirements of Kodao; and

c. Monitor and record the Program everyday to form the audio archive of UP-CMC/DZUP.
KODAO shall:

a. Identify and assign the production personnel who shall function as producer, writer/researcher, production assistant, technical staff, and program host/s;

b. Consult and coordinate with the DZUP EP on matters related to the technical requirements of the Program;

c. Prepare the Program content and segments as agreed upon with the DZUP Management Committee and the EP:
   c.1. Kodao shall be solely responsible and liable for the content of its program; and
   c.2. Kodao shall not include in its program materials that (1) promote partisan political interests; (2) are libelous; (3) infringe on the private rights of others; or (4) are otherwise prohibited by, or contrary to law.

d. Go on air live according to the schedule airtime, every Friday, including holidays. Pre-recording of the entire Program shall not be allowed except for meritorious cases, and which must be requested from DZUP Management Committee (ManCom), through the EP, in writing at least five (5) working days before broadcast;

e. Stream the program in its website, provided that Kodao shall properly acknowledge that the Program was originally aired on the Station;

f. Abide by the rules and regulations as stipulated in the Broadcast Code of the Kapisanan ng mga Brodkaster ng Pilipinas (KBP), to which DZUP adheres as a member-station of the KBP. This includes allowing only KBP-accredited broadcast personnel to go on-air;

g. Kodao and its representatives shall comply with the rules governing the use of DZUP and UP-CMC facilities at all times. Kodao shall be liable for any damage to said facilities attributable to the fault or negligence of Kodao or any of its personnel, representatives, and/or guests. In such case, payment shall be made to the UP College of Mass Communication-DZUP Trust Fund Account (Code: 97774219-499-439); and

h. Should DZUP, the CMC, and/or UP, or any of their officers, employees and/or agents, be held liable by reason of the Program, or penalized by the KBP, including its penalties imposed on the station, Kodao shall indemnify UP, DZUP and/or the College of Mass Communication, or any of its officers, employees and/or agents, for any and all damages the latter may sustain.

Effectivity: Shall remain in effect for a period of six (6) months, subject to renewal for another six (6) months upon the mutual written consent of the parties

Date notarized: 2 June 2011

Board action: CONFIRMATION.

UP Manila

Memorandum of Agreement between the University of the Philippines Manila and the Kunsan National University (KNU), Republic of Korea

Project: English Learning and Cultural Enrichment Program (ELCEP)

Implementing Unit: College of Arts and Sciences (CAS), UP Manila

Particulars:

1. The UP Manila through the CAS agrees to conduct for Kunsan National University the Program ELCEP;
2. UP Manila shall provide the teaching materials for all students enrolled in the Program;
3. Kunsan National University agrees to gather a minimum of thirty (30) students per batch who will enrol in the training course to be scheduled by UP Manila; and
4. KNU agrees and binds itself to pay UP Manila the full amount equivalent to the agreed registration fee of at least thirty (30) students, at least two (2) weeks before the start of the course.

Statement from the Office of the Vice President for Legal Affairs (OVPLA): The UP Manila Legal Office has reviewed the terms and conditions of the agreement and favorably endorses the same for signature of the Chancellor.
The MOA appears to be in order and is in accordance with similar agreements of the University on the same subject matter. The OVPLA recommends the same to the Board of Regents for its confirmation.

**Effectivity:** Effective 01 June 2011 and shall become effective upon signature of both parties and implementation will begin and shall continue in full force and effect unless terminated in writing by any of the Parties.

**Date notarized:** 31 May 2011

**Board action:** CONFIRMATION.

**Memorandum of Agreement between the University of the Philippines Manila - Philippine General Hospital and the Division of City Schools Manila, a Division under the Department of Education**

**Project:** Psychosocial Support and Venue for Continued Education to Children and Adolescents with Chronic Illness while Undergoing Medical Treatment

**Implementing Unit:** Department of Pediatrics – School of Chronically III, Philippine General Hospital, UP Manila

**Project Proposal:**

The Department of Education being aware that chronically-ill pediatric patients who are hindered by their illness should not be further handicapped by lack of education, but should be given the same opportunity for continued education as their healthy peers through a novel approach offered by the Special Education Services. This will assure them of a brighter future as productive and self-reliant citizens.

The Philippine General Hospital being at the forefront of the delivery of competent, compassionate, and holistic medical care, seeks to provide further psychosocial support to children and adolescents with chronic illness by providing them with a venue for continued education while undergoing medical treatment.

**Particulars:**

1. appoint two (2) teachers, one for elementary and one for high school level;
2. designate Dr. Celedonio Salvador Elementary School and Manuel Roxas High School as the feeder schools for elementary and high school levels, respectively;
3. be responsible for training, implementation and evaluation of the educational program contemplated in the agreement;
4. designate an Education Supervisor to oversee performance of the teachers from the designated schools;
5. be responsible for the remuneration of the teachers assigned to the unit;
6. offer classes from 8:00 a.m. to 12:00 n.n. from Monday to Friday;
7. provide evaluation and accreditation of students; and
8. provide books and other learning materials that any enrolled public school student is entitled to.

**The Division of City Schools, Manila shall:**

1. provide the infrastructure, utilities and other services necessary to maintain the school;
2. augment the students’ educational materials and school supplies;
3. provide continued medical and psychosocial care to students; and
4. facilitate teachers’ access to Out-Patient medical care as the need arise.

**The UP Manila - Philippine General Hospital, Department of Pediatrics shall:**

1. provide the infrastructure, utilities and other services necessary to maintain the school;
2. augment the students’ educational materials and school supplies;
3. provide continued medical and psychosocial care to students; and
4. facilitate teachers’ access to Out-Patient medical care as the need arise.

**Statement from the Office of the Vice President for Legal Affairs (OVPLA):** The UP Manila Legal Office reviewed and found the terms and conditions of the MOA to be in order. The same is recommended to the Board of Regents for its confirmation.
Memorandum of Agreement between the University of the Philippines Manila and the Advanced Science and Technology Institute (ASTI)

Project: PREGINET Internet Services

Amount of Contract: PhP400,000.00 monthly recurring charge

Particulars:

Responsibilities of ASTI:

1. ASTI shall allow the University to connect to the PREGINET network;
2. ASTI shall operate, monitor and maintain the Service, including the national backbone up to regional access points, Internet connectivity and international Research and Education connectivity;
3. ASTI and/or Connectivity Provider, shall install the necessary equipment to establish the Service. The installation schedule of the said equipment shall be agreed upon between the University and ASTI;
4. ASTI shall abide by the applicable safety procedures, policies and standards of the University, which procedures, policies and standards shall have been communicated to ASTI in writing, prior to the implementation of the Agreement when performing installation, repair, maintenance or inspection of facilities and equipment within the University premises;
5. ASTI shall immediately inform the University, whenever feasible, of any operational problems or outages that may arise in its network and shall forthwith restore the Service upon occurrence; and
6. ASTI shall notify the University at least five (5) calendar days prior to any scheduled Service interruption.
7. In cases where ASTI determines that a particular site cannot be served through regular cable facilities, ASTI shall advise University of such fact and shall recommend solutions including, but not limited to VSAT or Radio facilities.

Responsibilities of the University:

1. Pre-Installation

1.1. The University shall provide, at its expense, suitable and adequate space at its office for the Connectivity Provider Equipment (CPE) to be installed thereat, and shall protect the same from natural elements such as but not limited to, fire and other hazards, and from access, handling and operation by unauthorized parties/personnel; and

1.2. The site survey for the preparation and design of the Telecommunication Entrance Facility shall be conducted by the University in coordination with a duly authorized personnel of ASTI or Connectivity Provider. The University, in coordination with ASTI or Connectivity Provider, shall determine the final telecommunication facility to be installed at its premises.

2. The University, in recognition of ASTI’s or Connectivity Provider’s ownership of said equipment, agrees that:

2.1. The University shall provide access to ASTI’s or Connectivity Provider’s duly authorized representatives/personnel for installation, maintenance, repair or inspection of ASTI’s or Connectivity Provider’s equipment. The University shall not be liable for any injury or death to any ASTI or Connectivity Provider’s representatives/personnel while performing installation, maintenance, repair, or inspection work on the equipment within its premises except if the cause is due to any negligent or willful act of the University;
2.2. The University shall not in any manner alter ASTI’s or Connectivity Provider’s equipment nor attach any equipment or other devices thereto without the prior written approval of ASTI or Connectivity Provider;

2.3. The University shall not assign, transfer sublease, change or otherwise part with ASTI’s or Connectivity Provider’s equipment;

2.4. The University shall, at its expense, supply the electric power and air-conditioning needed for the smooth and uninterrupted operation of the ASTI or Connectivity Provider Equipment installed at its premises;

2.5. The University shall exercise due care in the handling of ASTI’s or Connectivity Provider’s equipment. Any loss or damage to any ASTI-owned or Connectivity Provider-owned equipment resulting from the negligent act or omission of the University, its employees or representatives and/or agents, if any, shall be chargeable to the University up to the actual cost of the said equipment in case of loss or the actual cost or repair in case of repairable damage; and

2.6. Upon the termination of the Agreement, the University shall allow ASTI or Connectivity Provider to retrieve the ASTI-owned and Connectivity Provider-owned equipment and other appurtenances found at and/or installed at the University’s premises;

3. The University, in accordance with its PREGINET connectivity, shall:

3.1. Acknowledge the assistance of DOST-ASTI-PREGINET in press releases or statements, advertisements, printed materials, and in the University website;

3.2. Actively seek to join PREGINET area working group to further enhance its capabilities in its fields of expertise;

3.3. Participate in the training and conferences to be conducted for PREGINET partners;

3.4. Participate as a voting member in the meetings of PREGINET Partners and of meetings called for by PREGINET;

3.5. Adhere to all network policies to be instituted by PREGINET; and

3.6. Provide necessary networking equipment for the University to connect through ASTI such as but not limited to modems, routers, VSAT and/or radio equipment in accordance to Item II.A.7 of the MOA, under ASTI responsibilities, and beyond the CPE as defined in item 1.3. The University shall likewise maintain said networking equipment for its proper operation; and

3.7. The University shall use the Service only for its own internal use and shall not in any manner, directly or indirectly, allow any third party to use, avail of, or benefit the Service unless otherwise mutually agreed upon in writing by the University and DOST-ASTI in which case, said agreement shall be reflected as an addendum to the MOA.

**Terms of Payment:**

1. In consideration of the Services to be provided by ASTI under the Agreement, the University agrees to pay ASTI the charges set forth within fifteen (15) calendar days from the receipt of the corresponding billing/statement of account from ASTI. Any increase or decrease in the charges as indicated below shall be communicated to the University fifteen (15) calendar days before its effectivity and shall automatically revise the current charges on the date such increase or decrease took effect. These charges shall be treated as financial contributions of the University and shall be used by ASTI for the sustainable operation and maintenance of PREGINET network, which is subject to government laws, rules and regulations.

2. Interconnecting Points/Speed/Charges (in Philippine Pesos)

<table>
<thead>
<tr>
<th>Originating Point</th>
<th>Destination Point</th>
<th>Technology</th>
<th>Capacity/Internet Speed</th>
<th>One-Time Charge</th>
<th>Monthly Recurring Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>UP MANILA</td>
<td>ASTI Diliman, Q.C.</td>
<td>Fiber</td>
<td>45 Mbps</td>
<td>Waived</td>
<td>PhP60,000.00</td>
</tr>
</tbody>
</table>

**Statement from the Office of the Vice President for Legal Affairs (OVPLA):** The UP Manila Legal Office reviewed and favorably endorses the MOA.

The OVPLA recommends the Agreement to the Board of Regents for its confirmation.
Memorandum of Understanding between the University of the Philippines Open University and the Department of Education-Division of Cebu Province (DepEd-Cebu)

Project: Blended Mentorship Program from Grades 3 and 4 Public Elementary School Teachers of Selected Public Elementary Schools in Cebu to Improve their Teaching and Research Skills

Terms of Reference:

**UP Open University shall:**

1. Select Grades 3 and 4 Science teachers who will participate in the Project;
2. Provide the teacher-participants with mentors;
3. Train the teacher-participants on ICT use, research, and publication skills and competencies;
4. Monitor and evaluate the progress of the mentorship process;
5. Provide a copy of reports and observations on the development of the teacher-participants to DepEd-Cebu;
6. Organize a conference where the teacher-participants’ output will be presented; and
7. Ensure strict adherence to the provisions of the MOA and the general implementing guidelines.

**DepEd-Cebu shall:**

1. Provide a list and profile of potential participants;
2. Provide venue for the selection process, training, and conference; and lodging of the teacher-participants during the training and conference;
3. Provide Internet connection and computers or laptops for the use of the teacher-participants, if these are available in their respective schools during the training;
4. Allow the teacher-participants to receive equivalent service time during the training, conference, and meetings with the mentors, if the meeting is different from the teaching post of the participants;
5. Assist in the monitoring and evaluation of the mentoring process;
6. Take care of representation expenses and transportation during the monitoring and evaluation stage;
7. Recognize the teacher-participants as mentors at the end of the Project, and provide the legal authority for them to conduct a similar mentoring process among their colleagues; and
8. Provide policy guidance and directions to ensure the sustainability of the process of mentorship.

Statement from the Office of the Vice President for Legal Affairs (OVPLA): The UPOU Chief Legal Officer favorably endorses the MOA.

The MOA is found to be in order and the OVPLA recommends the same for the President’s endorsement to the Board of Regents for its confirmation

Effectivity: Effective on and after the date of its signing by the respective authorized signatories of Parties and shall remain in force until 31 May 2012 by either Party. The Agreement shall be for a period of one to two (1-2) years, or until the funding has been fully utilized, whichever comes first.
ADMINISTRATIVE MATTERS

The President endorsed the following:

Proposed Amendment on the Computation of Faculty Sick Leave Benefits (FSL) Approved by the Board at its 1255th Meeting held on 27 May 2010

FROM:

Original Computation: computation of the number of days credited as FSL

From date of original appointment to May 2010:

Sick leave credits (no. of days) = No. of years of service as regular full time faculty x 10 days

From June 2010 onwards:

Sick leave credits (no. of days) = No. of years of service as regular full time faculty x 15 days

EXAMPLE:

A regular faculty member hired in June 1978 and who has not held any administrative position, and who will retire in May 2013 will be granted the sick leave credits as computed below:

1) June 1978 – May 2010
   June 2010 – May 2013
   32 years x 10 days = 320 days
   3 years x 15 days = 45 days
   365 days
   faculty sick leave credits

TO: (Sample Computation of Faculty Sick Leave)

From date of initial appointment to:

1. Compulsory retirement at age 65;
2. Extension of service beyond compulsory retirement;
3. Death or optional retirement due to serious illness.

Computation of sick leave credits earned by the faculty shall be as follows:

Sick leave credits (no. of days) = No. of aggregate years of service as regular full time faculty x 15 days

Example 1. A regular faculty member hired in June 1978 and had not been appointed to any administrative position retires in May 2013. Sick leave credits are computed as follows:

June 1978 – May 2013 (aggregate service) 35 years x 15 days = 525 days
Example 2. For faculty whose appointment was extended beyond age 65, plus two years extension

Date hired: 01 June 1978 Compulsory retirement: 31 May 2013

Computation: 35 years x 15 days = 525 days
2 years x 15 days = 30 days
555 days

Total sick leave credits of faculty with 2 years extension of service = 555 days

Board action: APPROVAL.

Request of the Vice President for Development to Sign Documents Pertaining to the UP North Science and Technology Park and the UP Diliman East Campus Property

The Vice President for Development is requesting authorization from the Board to undertake the following:

1. To transact and sign all forms, documents and such other papers pertinent to the UP North Science and Technology Park (UP-NSTP) and the UP Diliman East Campus Property; and

2. To perform such other matters as may aid in the prompt disposition of such undertaking.

Board action: APPROVAL.

Request for Waiver of the Rule which Limits the Grant of Study Leave with Pay to Permanent Non-Teaching Personnel of the University in Favor of Mr. LEANDRO T. GAMARCHA, University Research Associate I, Department of Chemistry, College of Arts and Sciences, UP Visayas

Mr. Gamarcha occupies the position of University Research Associate I on temporary status, without item, at the Department of Chemistry, College of Arts and Sciences, UP Visayas. He is assigned at the Analytical Services Laboratory of the College with the following work assignment:

1. conducts chemical analysis;
2. does actual experiments for approved research projects; and
3. takes charge of the maintenance and troubleshooting of laboratory equipment.

The nature of his job requires him to have a license in chemistry.

Mr. Gamarcha is applying for study leave with pay effective 22 August 2011 until 22 September 2011 to enable him to enrol in a refresher course at the Manila Review Institute, Inc. and take the Chemistry Licensure Examination on 20-21 September 2011.

The UP Visayas Academic Personnel and Fellowship Committee favorably endorsed Mr. Gamarcha’s request.

Board action: APPROVAL.
Request for Temporary Waiver of Tenure Rule in Favor of Asst. Prof. SANDRA MAE W. FAMADOR, Assistant Professor 2, Department of Computer Science, UP Cebu, Effective 1 June 2011 until 30 September 2011

Asst. Prof. Famador obtained her Master of Science in Computer Application from Mindanao State University-Iligan Institute of Technology (MSU-IIT) in 2001. She is a licensed Electronics and Communications Engineer, which is an advantage for UP Cebu because she can handle hardware courses such as Logic Design and Digital Computer Circuits, Introduction to Computer Organization and Machine-Level Programming, and Computer Architecture.

She joined the Department of Computer Science in June 2008 with the rank of Assistant Professor 2 and was assigned to teach Fundamentals of Programming, Data Communications and Networking and Introduction to Artificial Intelligence. She was rated by her students “very good” in her teaching performance.

Asst. Prof. Famador is an asset not only in the undergraduate program but also in the MS Computer Science program of the College. Currently, she handles Intelligent Systems and Special Topics particularly Digital Image Processing. In the next semester, she will be assigned to handle Biometrical informatics, Computer Graphics and Data Mining having an extensive knowledge in the field.

Asst. Prof. Famador has presented papers/posters in different conferences. She is currently doing research in the area of biometrical applications and intelligent systems.

This recommendation is a stop-gap measure while the tenure papers are being processed.

Board action: APPROVAL.

Request for Temporary Waiver of Faculty Tenure Rule in Favor of Ms. HERMILEA MARIE C. CASTILLO, Assistant Professor 1, College of Development Communication, UP Los Baños, Effective 1 June 2011 until 31 October 2011

Ms. Castillo is currently Chair of the Department of Science Communication. Her journal article, Public Disclosure as a Communication Approach for Enhancing Compliance of Industries with Water Quality Standards in Laguna De Bay, Philippines, has been accepted for publication in the 3rd Volume of the Philippine Journal of Development Communication, an annually produced refereed journal.

In her almost nine years at the College, she has performed exceptionally in her instruction, research, and extension duties. She has consistently gotten high scores in her teaching evaluation, with students citing her as fun, creative, organized, and enthusiastic. They say that she explains lessons clearly and comprehensively, and cite her course exercise/activities as relevant to the lesson discussed in class.

Since April 2009, she has served as Chair of the Department of Science Communication. As chair, she has spearheaded a number of initiatives for the Department, most notable of which are the following:

• Basic research grant for 2010 for the research, KM Practices of Research and Development Institutions in Los Baños Science Community; and

• Conduct of the 1st of a series of Communicating Climate Change Symposia in collaboration with SEARCA: KM in Climate Change Adaptation and Disaster Risk Reduction with Dr. Serafin Talisayon as speaker.

Her contribution and invaluable service merit her recommendation for renewal of appointment as Assistant Professor.

Board action: APPROVAL.
Request for Temporary Waiver of Faculty Tenure Rule in Favor of Ms. LIZA A. CABRERA, Assistant Professor 1, College of Development Communication, UP Los Baños, Effective 1 June 2011 until 31 October 2011

Ms. Cabrera earned her MS Development Communication degree in the second semester of Academic Year (ASY) 2006-2007. Her journal article titled “Communication Behavior and Entrepreneurial Traits of Micro Entrepreneurs,” has been accepted and will be published in the third issue of the Philippine Journal of Development Communication (Vol. 3, January-December 2010). As scheduled, this journal will be released in June 2011.

As a faculty member of the College of Development Communication (CDC), Ms. Cabrera has carried out instruction, research, and extension activities very satisfactorily. For AY 2010-2011, she handled major courses of the Department of Educational Communication (DEC). Her learning strategies have inspired the students in class. She has been innovative in teaching development communication courses.

Aside from teaching, Ms. Cabrera has been actively involved in CDC’s research activities. In fact, she is currently part of the research entitled “Charting the Second Decade of Development Communication”. She has also been part of the extension projects with the Food and Agriculture Organization (FAO) as well as her department’s Adopt-a-School Program with the Los Baños Central Elementary School (LBCES). This project developed innovative learning materials for students and teachers such as learning objects, audio aids, flipcharts, puppet presentations, and exhibits.

Ms. Cabrera also serves as the current chair of the CDC Standing Committee for Alumni Relations. She is also a member of various working committees in the College and in the University. Indeed, Ms. Cabrera is an asset to DEC and CDC. Her dedication and commitment to service, within and beyond CDC, merit her recommendation for the renewal of her appointment as Assistant Professor 1.

Board action: APPROVAL

Student Appeals

Appeal to the Honorable Board of Regents by LEMUEL OLIVER O. MARCO, RALPH IAN M. MALABANAN, JAYFIE ALCARAZ, JOHN BAILEY G. SAMARISTA, JOHN MICHAEL M. GALINDON, AND ALVIN CABAYLO (SDT Case Nos. 07-15, 07-17A to E)

STATEMENT OF THE CASE:

This refers to the letters of Messrs. Lemuel Oliver O. Marco, Ralph Ian Malabanan, Jayfie R. Alcaraz, John Bailey G. Samarista, John Michael M. Galindon, and Alvin Cabaylo. The Board of Regents (BOR), during its 1259th Meeting held on 27 August 2010, found them guilty of violating Rule I, Section 1, paragraph B of the Revised Rules and Regulations Governing Fraternities, Sororities, and Other Student Organizations (“RRRGFSOSO”). In addition, Malabanan, Alcaraz, and Samarista were found guilty of one (1) count of violation of Rule I, Section 1, paragraph (H) of the RRRGFSOSO, while Marcom Galindon, and Cabaylo were found guilty of two (2) counts of violation of Rule I, Section 1, paragraph (H) of the RRRGFSOSO. The BOR decided thus:

Board action: The Board decided to commute the penalty of expulsion of the nine (9) UPLB Sigma Rho students to five (5) years suspension. The Board likewise agreed that there should be efforts on the part of the fraternity, most especially the students involved to raise awareness of the effects of hazing and being recruited.

Marco, in a letter dated 04 March 2011, requests the BOR for an alternative sanction to his five (5) years suspension. He has completed the 148 units required to complete a course in BS Development Communication and is awaiting graduation and the release of his diploma and Transcript of Records.

Malabanan, in a letter dated 08 March 2011, requests the BOR for the opportunity to register during the 1st Semester of AY 2011-2012. He has completed 135 units out of the 141 units required to complete a course in BA Sociology, and requests that he be allowed to complete his last six (6) units next semester.
Alcaraz, in a letter dated 27 April 2011, requests the BOR for an alternative sanction to his five (5) years suspension. He has completed the units required to complete a course in BS Statistics and is awaiting receipt of his college diploma so as to be able to apply for work.

Samarista, in a letter dated 27 May 2011, requests the BOR that his suspension be lifted to allow him to continue his studies. He needs 24 more units to graduate with a degree in BS Chemical Engineering.

Galindon, in a letter dated 27 May 2011, requests the BOR to allow him to graduate. He has completed the required units for a degree in BS Forestry. He requests that the commutation of penalty granted Mr. Arnold H. Aran, a fellow co-respondent, be extended to him. Mr. Aran’s penalty of expulsion in the same cases was commuted to five (5) years suspension by the BOR during its 1257th meeting last 14 July 2010. The BOT further commuted the five (5) year suspension to one (1) year community service to be supervised and monitored by UPLB.

Cabaylo, in a letter dated 27 May 2011, also cited the case of Mr. Aran and requested that his sentence of five (5) years suspension be commuted. According to his records, he needs 53 units to graduate with a degree in BS Civil Engineering.

FACTS OF THE CASE

FIDEL T. CASIMIRO, LYNNEL C. OLPOT, EDAN BELGICA and JOHN DEREK QUELIZA (“Complainants”), then freshmen students of UPLB, filed cases against members of the Sigma Rho Fraternity (“Sigma Rho”) including Marco, Malabanon, Alcaraz, Samarista, Galindon, and Cabaylo for: a) recruiting freshmen, including Complainants, to join the fraternity; b) subjecting Complainants to hazing activities as part of their fraternity initiation rites; and c) threatening Complainants with physical harm and death through text messages.

The Formal Charge against all the respondents reads:

SDT Case No. 07-15
“That from the 20th to the 27th of July 2007, you, as member and/or officer of the Sigma Rho Fraternity, conducted physical initiation or hazing on the persons of UPLB college freshmen students John Derek Chester P. Queliza, Fidel T. Casimiro, Jr., Edan A. Belgica and Lynnel C. Olpot that caused them to sustain various physical injuries on different parts of their bodies.”

SDT Case No. 07-15-A
“That in the months of June to August 2007, you, as member and/or officer of the Sigma Rho Fraternity, recruited UPLB college freshmen students John Derek Chester P. Queliza, Fidel T. Casimiro, Jr., Edan A. Belgica and Lynnel C. Olpot and Aristotle Salvania to the Sigma Rho Fraternity.”

SDT Case No. 07-15C

SDT Case No. 07-15D
“That as freshmen students of UPLB you allowed yourselves to be recruited to the Sigma Rho Fraternity”

SDT Case No. 07-15E
“That on 27 July 2007, you, as officers of the Sigma Rho Fraternity, in the presence of RICHARD A. ESCOBANAS, a UPLB Student who has been absent without leave (AWOL) since the last Semester of School Year 2005 - 2006; and EMIR RICARDO PERPENA, a UPLB student not currently enrolled (AWOL), conducted physical initiation or hazing on the persons of UPLB college freshmen students John Derek Chester P. Queliza, Fidel T. Casimiro, Jr., Edan A. Belgica and Lynnel C. Olpot that caused them to sustain various physical injuries on different parts of their bodies.”
After conducting several hearings, the Student Disciplinary Tribunal ("SDT") rendered a Decision, the dispositive portion of which stated:

"In view of the foregoing, the Tribunal hereby ORDERS that:

1. the following respondents in SDT Case No. 07-15 be EXPELLED FROM THE UNIVERSITY:

2. the following respondents in SDT Case No. 07-15a be suspended for one (1) year:

3. the following respondents in SDT Case No. 07-15c be suspended for one (1) year

4. the following respondents in SDT Case No. 07-15d be suspended for one (1) year:
   ALDEA, Erizon S., BRIONES, Mark David 0., CARCELLAR, Clarence, ENRIQUEZ, JOHN KEITH J., GOZAR, Andrew DG, OROSCO, Angelo Bernard C.

5. the following respondents in SDT Case No. 07-15e be suspended for one (1) year:
   CRISTOBAL, Ramon B., GALINDON, Jon Michael M. and MENESES, Marvin R.

Marco, Malabanan, Alcaraz, Samarista, Galindon, and Cabaylo together with other respondents, appealed the decision of the SDT before the Office of the President, who then rendered a decision dated 25 June 2010 affirming the decision of the SDT with regard to SDT Case Nos. 07-15, 07-15A, 07-15D. ALCARAZ, MALABANAN, and SAMARISTA were exonerated in SDT Case No. 07-15C, while the conviction of ANCIANO, CABAYLO, FERNES, GALINDON, and MARCO was sustained in the said case. The decision of the SDT in SDT Case No. 07-15E finding respondent-appellant Galindon guilty was reversed.

Upon appeal to the BOR, the BOR affirmed the decision of the Office of the President, with the modification that the penalty of expulsion was reduced to five (5) years suspension.

Marco, Malabanan, Alcaraz, Samarista, Galindon, and Cabaylo now come before the BOR to request reconsideration of the penalty imposed by the BOR.
COMMENTS

Commutation shall be the sole discretion of the BOR.

Rule V Section 5 of the RRRGFSOSO allows decreasing the penalty imposed only in the following circumstances:

1. Self-defense – When the respondent has shown by clear and convincing evidence that there was a previous and immediate unlawful attack or aggressive act against the respondent involved, and that such act placed the respondent in danger and for which he/she was forced to commit the act(s) charged and that in doing so, the respondent employed such reasonable means to resist the unprovoked attack, and there was no sufficient provocation on the part of the respondent.

2. Defense of Relatives or Strangers - If the respondent committed the acts(s) charged in defense of a spouse, ascendant, descendant or brother or sister and against the aggressor immediately before, during or immediately after the act or aggression being inflicted on the respondent. Such defense may extend to strangers or third parties within any area subject to University jurisdiction, who are being subjected to acts of aggression, provided, that the conditions required for act(s) of self-defense are present.

None of the circumstances mentioned are present or invoked in this case.

The mere fact that the sentence of their fraternity brother and co-respondent Aran was commuted to one (1) year community service is not automatic justification for further reduction of their penalty. Further, it should be noted that in the same BOR Meeting wherein the sentence of Aran was reduced to one (1) year community service, the BOR had chosen not to grant the same favour to Mr. Randolph Jon P. Guerzon, also another respondent of the case. In the case of Guerzon, suspension for five (5) years remained his penalty.

The BOR has already commuted the penalty imposed upon Marco, Malabanan, Alcaraz, Samarista, Galindon, and Cabaylo from EXPULSION to SUSPENSION. Any further commutation shall be the sole discretion of the BOR.

Board action: DEFERRED.

Appeal to the Honorable Board of Regents by EMMANUEL C. WIJANGCO Regarding Waiver of the Maximum Residency Rule

STATEMENT OF THE CASE:

This refers to the memorandum of Mr. Emmanuel C. Wijangco dated 16 May 2011, requesting that the Board of Regents resolve the issue on whether or not he should be allowed to finish his graduate studies despite the rules on the Maximum Residency Requirement (MRR).

FACTS OF THE CASE

Mr. Wijangco, who had received his undergraduate and master’s degree from the University, was admitted into the doctorate program of the University in 1991, majoring in Comparative Literature. Thereafter, he enrolled in and completed the 24 academic units required for his program. Mr. Wijangco was supposed to have taken his comprehensive exam in 1994. However, for various reasons, his exam was postponed to 1996. Upon taking his exam, Mr. Wijangco received the grades Passed, Low Pass, and Failed. He was informed that he would have to re-take all the three subjects of his comprehensive exam.

Mr. Wijangco has been away from the University without filing a leave of absence, for the past few years. During this time, he was informed by the Chair of the Department of English and Comparative Literature (DECL) that he needed to re-take his comprehensive exam only in the subject wherein he failed, which was European Literature. He repeatedly requested readmission to the program, but was denied for having gone without leave.
Due to Mr. Wijangco's persistence, his case was re-opened. After a thorough review of his case by a committee specially constituted for that purpose, the DECL decided to accept him back to the program last March 2001, on condition that he would enroll nine (9) units of penalty courses, in accordance with the rules on maximum residency. The committee also recommended that he be given reasonable time to finish the program.

Mr. Wijangco completed 9 units of penalty courses during Academic Years 2001 to 2002. In 2002, Mr. Wijangco requested a waiver of the MRR and that he be allowed to continue his studies. On 10 April 2002, the Committee on Student Admission, Progress and Graduation of the University Council of the University disapproved his application for waiver of the maximum residency requirement, the disapproval was noted by Dr. Torres-Yu of the College of Arts and Letters.

On April 18, 2002, Dr. Jose Y. Dalisay wrote a letter to then Chancellor Emerlinda R. Roman, appealing Mr. Wijangco's request for a waiver of the maximum residency requirement that was to end in the second semester of the academic year 2002-2003.

On 1 July 2002, Chancellor Roman wrote to Mr. Wijangco, reiterating the denial of his appeal for extension of his residency in the doctoral program.

On 15 August 2002, Dr. Adelaida F. Lucero, a member of the Department of English and Comparative Literature Graduate Committee, also wrote Chancellor Roman on behalf of Mr. Wijangco for reconsideration of his request for extension of the maximum residency requirement. On 7 October 2002, Chancellor Roman reiterated the denial of Mr. Wijangco's request for extension of maximum residency. The Chancellor stated that Mr. Wijangco was not even close to finishing his program, as he still needed to finish his comprehensive exam and submit and defend his dissertation. The Chancellor also stated that other students closer to completing their degree (some were even ready to defend their dissertations) were also denied readmission.

Mr. Wijangco then brought his case before then President Francisco Nemenzo. In a letter to Mr. Wijangco dated 23 May 2004, President Nemenzo upheld the decision of Chancellor Roman, not to readmit him.

On 30 April 2004, Mr. Wijangco filed a petition for Mandamus against the University seeking to compel it to re-admit him to take the comprehensive examination in the subject he failed in 1994 after giving him a reasonable time to review. He also requested that the years of delay from 1992 to 1994, from 1996 to 2001 and from 2002 up to the present, which were allegedly not due to his fault, be deducted from the years required to complete the Comparative Literature Studies Program, or to credit him the five (5) stipulated number of years, and to apply to the plaintiff the maximum residency rule, requiring that for every two (2) years of extension, the plaintiff is required to take a three-unit penalty course.

In a decision dated 29 September 2008, Judge Vivencio S. Baclig of Branch 77 of the Regional Trial Court of Quezon City denied Mr. Wijangco’s petition on the grounds of failure to exhaust administrative remedies. The RTC also upheld the Academic Freedom of the University, holding:

“Much as the Court sympathizes with the plaintiff, it is, however, mandated by the constitution and jurisprudence to respect the academic freedom of the defendant as an institution of higher learning. (Section 5(2), Article XIV of the Constitution).

The Court notes that plaintiff has been apprised as early as April 28, 1997 by Dean Agravante’s letter on the rules on maximum residency as provided in the UP Diliman Faculty Manual, which provides that graduate students are required to complete all requirements in the doctoral program in not more than six calendar years, including leaves for those who start the program with the master’s degree in the same or similar field. In the case of plaintiff, he obtained a degree in Master of Arts, major in Comparative Literature in 1989 (Exhibit “1”), which means that he had only six (6) years to complete the requirements for his doctoral course.

Thus, Chancellor Roman was merely adhering to the maximum residency rule when she denied plaintiff’s request, as she noted that plaintiff has been with the program for eleven years and has not re-taken the Comprehensive Examination.
Then University President Francisco Nemenzo upheld the decision of Chancellor Roman, as the former recognized that the latter has no authority to depart from the policy regarding the maximum residency rule in the University.

It must also be noted that plaintiff was not mindful of the time needed to finish his studies, for he even went on AWOL for two academic years.

The present case is clearly one of academic freedom. In several cases, the Honorable Supreme Court has recognized that the University of the Philippines, as an institution of higher learning, enjoys academic freedom. (University of the Philippines vs. Ayson, 176 SCRA 571; Reyes vs. Court of Appeals, 94 SCRA 402; University of the Philippines Board of Regents vs. Court of Appeals, 313 SCRA 404).

In the case of Garcia vs. the Faculty Admission Committee, Loyola School of Theology, 68 SCRA 277, the Honorable Supreme Court stated the scope of academic freedom recognized by the Constitution as follows:

“It is the business of a University to provide that atmosphere which is most conducive to speculation, experiment and creation. It is an atmosphere in which there prevails the ‘four essential freedoms’ of a University – to determine for itself on academic grounds who may teach, what may be taught, how it shall be taught, and who may be admitted to study.”

In the present case, the UP Chancellor and the University President have already decided to deny plaintiff’s request for re-admission and for extension of the maximum residency rule in the University in accordance with the University policy on the matter. Thus, the plaintiff’s case falls within the ambit of the defendant University’s right to academic freedom. Consequently, mandamus will not lie.

Moreover, plaintiff failed to exhaust administrative remedies before he came to court. He did not appeal the decision of the University President to the Board of Regents, which is the highest decision and policy-making body of the University (Section 4, Act 1870, as amended, and Article 8, Section 1, Chapter 1, Title 1 of the University Code).

The reason of plaintiff for not appealing to the Board of Regents was because UP authorities preferred to be mum or silent about his case. (Exhibit “L”). This reason is not a valid excuse for not observing the rule on non-exhaustion of administrative remedies. In the case Hongkong & Shanghai Banking Corporation, Ltd. vs. G.G. Sportswear Manufacturing Corporation, 489 SCRA 578, the Honorable Supreme Court rules that:

“Distrust of an administrative agency alone unsupported by concrete evidence is not sufficient reason to dispense with the doctrine of administrative remedies, which serves a very useful purpose in ensuring the efficient and speedy disposal of cases. Once the courts condone the circumvention of the mechanisms of administrative appeals on mere suspicion of an agency’s integrity, the doctrine is as good as dead.” (Underscoring ours).

And in the case of Teotico vs. Baer, 490 SCRA 279, the Honorable Supreme Court ruled that:

“Under the doctrine of exhaustion of administrative remedies, recourse through court action cannot prosper until after all such administrative remedies have first been exhausted. If remedy is available within the administrative machinery, this should be resorted to before resort can be made to courts. It is settled that non-observance of the doctrine of exhaustion of administrative remedies results in lack of cause of action, which is one of the grounds in the Rules of Court justifying the dismissal of the complaint. (Underscoring ours)”

Mr. Wijangco did not appeal the decision of the RTC. Thus, the case became final and executory.

In a letter dated 8 September 2010, Mr. Wijangco once again brought his case before the College of Arts and Letters, this time, to Dean Elena R. Mirano. He attached copies of his letters to The Philippine Daily Inquirer and the Philippine Star explaining his situation. In a letter dated 11 January 2011, Dr. Lourdes E. Abadingo, Secretary of the University, advised Mr. Wijangco that should he intend to elevate his case to the Board of Regents, he should formalize his request specifying in detail the facts attending his request, the issues to be resolved, and the arguments in support of granting his request. Such advice was reiterated by Dr. de las Llagas, present Secretary of the University, in her letter to Mr. Wijangco dated 29 April 2011.
On 18 May 2011, Mr. Wijangco filed his Memorandum addressed to the BOR, a copy of which is attached for reference.

**COMMENTS**

There is no justifiable reason to grant the request of Mr. Wijangco.

It cannot be denied that Mr. Wijangco had already exceeded the six (6) years given to finish the requirements for his degree. Mr. Wijangco cannot plead ignorance of the rules given that as early as 1997 Dean Josefa A. Agravante had already informed him of the Maximum Residency Rule through her letter dated 28 April 1997. It was only in September 2000 that Mr. Wijangco decided to pursue the reopening of his case. Thus, Mr. Wijangco had clearly failed to actively exercise his rights.

Further, the prerogative of waiving the Maximum Residency Rule rests with the Chancellor. Absence of any proof that such prerogative was exercised arbitrarily or against the University Rules, there is no reason to reverse the decision of the Chancellor. Chancellor Roman acted well within her authority and sound discretion when she denied the request of Mr. Wijangco. It should be noted that records reveal that Chancellor Roman had thoroughly studied the case and had even requested comments from the University Council Committee on Student Admissions, Progress and Graduation. Accordingly, it could not be held that the Chancellor’s actions were without basis, nor were they done in an arbitrary manner. President Nemenzo thus could not be faulted for upholding the decision of the Chancellor.

Mr. Wijangco has not presented any new arguments, facts, or legal basis to support his appeal. His case had already been thoroughly studied and discussed by the DECL, the Office of the Chancellor, the Office of the President, the RTC, and the University Council Committee on Student Admissions, Progress and Graduation. Given the lack of justifiable reasons, it is respectfully recommended that the request of Mr. Wijangco be denied.

**Board action:** DENIAL of the Appeal with FINALITY.

**APPOINTMENT OF FACULTY**

Note: These proposed appointments have gone through the standard University peer review process from the Department to the College, the Constituent Universities concerned, and the University System. In cases where there was doubt about the process followed or about the fairness of the recommendations, the papers were returned to the unit concerned for review and recommendations.

The Board APPROVED the following:

**Transfer to Permanent Status**

**UP Diliman**

**Assoc. Prof. PERCIVAL F. ALMORO** as Associate Professor 3 (Salary Grade 23-4), College of Science, effective 25 August 2011

**Asst. Prof. MAUREEN ANNE L. ARANETA** as Assistant Professor 1 (Salary Grade 18-1), College of Architecture, effective 25 August 2011

**Prof. CARLO A. ARCILLA** as Professor 1 (Salary Grade 26-4), College of Science, effective 25 August 2011

**Prof. MA. PATRICIA V. AZANZA** as Professor 3 (Salary Grade 26-6), College of Home Economics, effective 25 August 2011

**Assoc. Prof. RONALD S. BANZON** as Associate Professor 4 (Salary Grade 24-3), College of Science, effective 25 August 2011

**Asst. Prof. IYRA S. BUENROSTRO** as Assistant Professor 1 (Salary Grade 18-1), School of Library and Information Studies, effective 25 August 2011

**Asst. Prof. ELENA S. CATAP** as Assistant Professor 6 (Salary Grade 21-3), College of Science, effective 25 August 2011
Asst. Prof. ROWENA U. DEL CASTILLO as Assistant Professor 1 (Salary Grade 18-1), UP Integrated School, College of Education, effective 25 August 2011
Asst. Prof. MICHAEL ANGELO E. DE LA CERNA as Assistant Professor 1 (Salary Grade 18-1), UP Integrated School, College of Education, effective 25 August 2011
Asst. Prof. JOHANNA VICTORIA A. FAUSTINO as Assistant Professor 1 (Salary Grade 18-1), College of Home Economics, effective 25 August 2011
Asst. Prof. JELY A. GALANG as Assistant Professor 1 (Salary Grade 18-1), College of Social Sciences and Philosophy, effective 25 August 2011
Asst. Prof. MARIE GRACE A. GOMEZ as Assistant Professor 5 (Salary Grade 21-1), College of Education, effective 25 August 2011
Asst. Prof. RICHARD PHILIP A. GONZALO as Assistant Professor 3 (Salary Grade 19-3), Asian Institute of Tourism, effective 25 August 2011
Asst. Prof. ALDRIN P. LEE as Assistant Professor 1 (Salary Grade 18-1), College of Social Sciences and Philosophy, effective 25 August 2011
Assoc. Prof. MAY TAN LIM as Associate Professor 6 (Salary Grade 25-3), College of Science, effective 25 August 2011
Assoc. Prof. SHARON M. MAÑALAC as Assistant Professor 3 (Salary Grade 19-3), UP Diliman Extension Program in Pampanga, effective upon 25 August 2011
Asst. Prof. MARK ANTHONY M. MORALES as Assistant Professor 1 (Salary Grade 18-1), School of Urban and Regional Planning, effective 25 August 2011
Asst. Prof. RUEL V. PAGUNSAN as Assistant Professor 4 (Salary Grade 20-1), College of Social Sciences and Philosophy, effective 25 August 2011
Asst. Prof. JONAS P. QUILANG as Assistant Professor 6 (Salary Grade 21-3), College of Science, effective 25 August 2011
Assoc. Prof. NESTOR O. RAÑESES as Associate Professor 7 (Salary Grade 25-5), College of Engineering, effective 25 August 2011
Asst. Prof. SARAH JANE S. RAYMUNDO as Assistant Professor 2 (Salary Grade 19-1), Center for International Studies, effective 25 August 2011
Assoc. Prof. ARMANDO S. SOMINTAC as Associate Professor 1 (Salary Grade 22-4), College of Science, effective 25 August 2011
Asst. Prof. LORENA W. TENGCO as Assistant Professor 6 (Salary Grade 21-3), College of Home Economics, effective 25 August 2011
Asst. Prof. TERENCE P. TUMOLVA as Assistant Professor 5 (Salary Grade 21-1), College of Engineering, effective 25 August 2011
Assoc. Prof. CRISTINE DE LOS REYES VILLAGONZALO as Associate Professor 4 (Salary Grade 24-3), College of Science, effective 25 August 2011

UP Los Baños

Asst. Prof. ROMEL A. DAYA as Assistant Professor 1 (Salary Grade 18-1), College of Development Communication, effective 25 August 2011
Asst. Prof. EMMANUEL RYAN C. DE CHAVEZ as Assistant Professor 1 (Salary Grade 18-1), College of Arts and Sciences, effective 25 August 2011
Asst. Prof. JULIETÁ A. DELOS REYES as Assistant Professor 1 (Salary Grade 18-1), College of Economics and Management, effective 25 August 2011
Asst. Prof. ERWIN C. ESCOBAR as Assistant Professor 2 (Salary Grade 19-1), College of Engineering and Agro-Industrial Technology, effective 25 August 2011
Asst. Prof. IVY AMOR F. LAMBÍO as Assistant Professor 2 (Salary Grade 18-1), College of Arts and Sciences, effective 25 August 2011
Asst. Prof. CHRYSLINE MARGUS N. PIÑOL as Assistant Professor 1 (Salary Grade 18-1), College of Arts and Sciences, effective 25 August 2011
Asst. Prof. DARWIN B. PUTUNGAN as Assistant Professor 4 (Salary Grade 20-1), College of Arts and Sciences, effective 25 August 2011
Asst. Prof. DENNIS V. UMALI as Assistant Professor 1 (Salary Grade 18-1), College of Veterinary Medicine, effective 25 August 2011
UP Manila

Asst. Prof. BIENVENIDO S. BALOTRO as Assistant Professor 4 (Salary Grade 20-1), College of Pharmacy, effective 25 August 2011
Asst. Prof. FERNANDO B. GARCIA, JR. as Assistant Professor 3 (Salary Grade 19-3), College of Public Health, effective 25 August 2011
Asst. Prof. JEROME A. ONG as Assistant Professor 3 (Salary Grade 19-3), College of Arts and Sciences, effective 25 August 2011
Research Asst. Prof. EDSEL MAURICE T. SALVAÑA as Research Assistant Professor 1 (Salary Grade 18-1), National Institutes of Health, effective 25 August 2011

UP Visayas

Asst. Prof. JHOANNE MARSH C. GATPATAN as Assistant Professor 2 (Salary Grade 19-1), College of Arts and Sciences, effective 25 August 2011
Asst. Prof. JEOFFREY T. LIBO-ON as Assistant Professor 5 (Salary Grade 21-1), College of Arts and Sciences, effective 25 August 2011

UP Mindanao

Asst. Prof. GLORY DEE A. ROMO as Assistant Professor 1 (Salary Grade 18-1), School of Management, effective 25 August 2011

UP Cebu

Asst. Prof. SANDRA MAE FAMADOR as Assistant Professor 2 (Salary Grade 19-1), Department of Computer Science, effective 25 August 2011

Reclassification

UP Manila

Prof. ALICIA P. CATABAY, Professor 1 (Salary Grade 26-4), College of Pharmacy, effective 1 June 2011 until 31 May 2012

Extension of Appointment Beyond Compulsory Retirement Age of 65

UP Diliman

Prof. CARMENCITA R. ABAYAN, Professor 1 (Salary Grade 26-4), College of Arts and Letters, effective 1 June 2011 until 31 May 2012
Prof. EMILITA L. CRUZ, Professor 8 (Salary Grade 28-8), College of Social Sciences and Philosophy, effective 1 June 2011 until 31 May 2012
Prof. MA. THERESA L. DE VILLA, Professor 12 (Salary Grade 29-8), UP Integrated School, College of Education, effective 9 September 2011 until 31 October 2011
Assoc. Prof. EVALYN G. HIZON, Associate Professor 4 (Salary Grade 24-5), College of Home Economics, effective 6 July 2011 until 31 May 2012
Assoc. Prof. LILIAN L. JUADIONG, Associate Professor 5 (Salary Grade 25-5), College of Home Economics, effective 27 June 2011 until 31 May 2012
Prof. PATRICIO B. LAZARO, Professor 12 (Salary Grade 29-8), College of Arts and Letters, effective 1 June 2011 until 31 May 2012
UP Manila

Prof. IRMA L. PARAJAS, Professor 12 (Salary Grade 29-8), College of Public Health, effective 1 June 2011 until 31 May 2012

Original Appointment Beyond Compulsory Retirement Age of 65

UP Diliman

Prof. LYDIA R. ARCELLANA as Professorial Lecturer 1, College of Arts and Letters, effective 1 June 2011 until 31 May 2012
Prof. EDELBERTO E. GARCELLANO, Senior Lecturer 3, College of Arts and Letters, effective 1 June 2011 until 31 May 2012
Prof. MASHUR B.G. JUNDAM as Professorial Lecturer 4, Institute of Islamic Studies, effective 1 June 2011 until 31 October 2011
Prof. LOURDES DE LEON GREGORIO as Senior Lecturer 1, College of Music, effective 1 June 2011 until 31 May 2012
Prof. CLARO T. LLAGUNO as Professorial Lecturer 5, College of Science, effective 1 June 2011 until 31 October 2011

UP Cebu

Prof. LOURDES U. BARCENAS as Professorial Lecturer 1, Management Division, effective 30 June 2011 until 31 October 2011

Renewal of Appointment Beyond Compulsory Retirement Age of 65

UP Diliman

Prof. ALBINA P. FERNANDEZ as Professorial Lecturer 2, College of Arts and Letters, effective 1 June 2011 until 31 May 2012
Prof. FRANK G. FLORES as Professorial Lecturer 5, College of Arts and Letters, effective 1 June 2011 until 31 May 2012
Prof. ROSALINDA M. KIMPO as Professorial Lecturer 2, College of Human Kinetics, effective 1 June 2011 until 31 May 2012
Prof. BALDOMERO M. OLIVERA as Adjunct Professor, College of Science, effective 1 June 2011 until 31 May 2012
Prof. LUZ R. PALACIOS as Senior Lecturer 1, College of Social Sciences and Philosophy, effective 1 June 2011 until 31 May 2012
Prof. REMEDIOS R. RODEROS as Professorial Lecturer 5, College of Science, effective 1 June 2011 until 31 May 2012
Prof. LILIAN B. UNGSON as Professorial Lecturer 2, College of Science, effective 1 June 2011 until 31 May 2012
Prof. EMELIE G. FLORES as Professorial Lecturer 5, College of Home Economics, effective 1 June 2011 until 31 March 2012

UP Manila

Prof. ANTONIO C. CHAVEZ as Clinical Professor, without compensation, College of Medicine, effective 1 June 2011 until 31 May 2012
Prof. EVANGELINE O. SANTOS as Clinical Associate Professor, Without Compensation, College of Medicine, effective 1 June 2011 until 31 May 2012
Prof. CYNTHIA I. VALENCIA as Clinical Professor, Without Compensation, College of Medicine, effective 1 June 2011 until 31 May 2012
Prof. EDBERTO M. VILLEGAS as Professorial Lecturer 4, College of Arts and Sciences, effective 1 June 2011 until 31 May 2012

UP Cebu

Prof. JOSEFINA C. CARVAJAL as Professorial Lecturer 2, Professional Education Division, effective 2 July 2011 until 8 October 2011

Reappointment Beyond Compulsory Retirement Age of 65

UP Diliman

Prof. PETER XENOS as Professorial Lecturer 5, College of Social Sciences and Philosophy, effective 1 November 2010 until 31 May 2011

UP Manila

Prof. ALFONSO A. DOLOROSO as Clinical Professor, College of Medicine and Attending Anesthesiologist, UPM-PGH, without compensation, effective 11 May 2011 until 12 May 2012
Prof. VIRGILIO T. GENUINO as Clinical Professor, College of Medicine and Attending Anesthesiologist, UPM-PGH, without compensation, effective 12 May 2011 until 12 May 2012
Prof. MANUEL V. SILAO as Clinical Professor, College of Medicine and Attending Anesthesiologist, UPM-PGH, without compensation, effective 12 May 2011 until 12 May 2012

UP Open University

Prof. CARIDAD M. NATIVIDAD as Professorial Lecturer 5, Faculty of Education, effective 4 June 2011 until 22 October 2011
Prof. SILVERIO S. OBUNGEN as Professorial Lecturer 2, Faculty of Education, effective 4 June 2011 until 22 October 2011
Prof. LINA DIAZ DE RIVERA as Professorial Lecturer 2, Faculty of Education, effective 4 June 2011 until 22 October 2011

OTHER MATTERS

Request of President Alfredo E. Pascual for Authority to Travel to New Delhi, India from 7-16 October 2011 to Attend the Board of Trustees Meeting of the International Rice Research Institute (IRRI)

The President requests permission to travel on official time to New Delhi, India from 7-16 October 2011 inclusive of travel time to attend the Board of Trustees Meeting of the International Rice Research Institute (IRRI) of which the UP President is ex-officio member.

Except for the President’s salary during the period and the usual pre-travel allowance, there will be no other government expense involved in the trip because IRRI will cover the return ticket and the costs of lodging and meals.

The President also requests permission to use his official passport and exemption from payment of travel tax.

Board action: APPROVAL.
Schedule of Pre- and Post-Investiture Activities for President Alfredo E. Pascual

22 Aug, UPAA
• Kapihan Talk on Divorce
  Pro – Atty. Linda Jimeno, Anti – Atty. Sison “Ipaglaban Mo”
  9am-11am, Bahay ng Alumni

31 Aug, UP Manila
• Concelebrated Mass
  12 nn, PGH Chapel
• Launching of Roving Exhibit on Pres. Alfredo E. Pascual
• Talk Show: Demistifying Life after 50
  1 – 4 pm, UP Manila Social Hall, Phil. General Hospital

1 Sept, UP System and UP Diliman
• UP OVPPA and UP TWSC Kapihan on Citizenship Vigilance from the Grassroots: The Movement for Free and Fair Elections in Cambodia” by Ramon Magsaysay 2011 awardee Koul Panha of Cambodia
  10am-12nn, Pulungnang Claro M. Recto (Faculty Center Conference Hall), CAL

6 Sept, UP Open University and UP System, in UP Diliman
• Launching of UP Press eBooks
• Round Table Discussion on “Open Education Resources (OER) and the University: Participating in the Knowledge Commons”
  1– 5 pm

8 Sept, UP Los Baños
• Centennial Lecture: “Visions and Pathways of Change: The UPLB of the Future”
  by Chancellor Luis Rey Velasco
  c/o Centennial Lecture Committee
  8 am– 12 nn, DL Umali Auditorium

9 Sept, UP Mindanao
• Ribbon-cutting Ceremony of the Dorm Annex Building
  8 am, College of Science and Management Grounds
• Ground-breaking Ceremony UPAA Davao Oblation Plaza Landscaping Project
  9 am
• Cultural presentation: Pahalipay (Merriment) Alang kang PAEP
  10 am, Administration Building Atrium

9 Sept, UP Los Baños
• Concert for PAEP
  6pm, DL Umali Hall

12 Sept, UP Diliman
• Symposium on “New Perspectives on the Role of Basic Science in Human Health and Disease”
  (co-sponsored by the Philippine Genome Center)
  • Prof. Baldomero Olivera of the University of Utah
  • Prof. Ron Davis of Stanford University
  • Prof. Dave Hillyard of the University of Utah
  9am – 12 nn
• National Institute of Physics, College of Science, UP Diliman
• Concert entitled “Parangal sa Pangulo” featuring all the official performing groups based in UP Diliman
  (c/o Prof. Ruben Defeo)
  7pm, University Theater
14 Sept, UP Diliman

- Opening of the art exhibit entitled “The UP Presidency through the Years”
  Highlight: Unveiling of the portrait of President Pascual
  (c/o Prof. Ruben Defeo)

- Launching of PAEP’s digital resource
  Venue: Atelyer, Bulwagan ng Dangal
  6 pm cocktails

Board action: NOTATION.

On the UP Press

Regent Congressman Angara requested for a brief update on the status of the UP Press whenever the administration is ready to present such a report. He thinks that making an impression about the UP Press is one way of packaging the University.

President Pascual said that his administration is trying to revitalize the UP Press with its new Director. The administration is planning to go digital and to make books available online. Online payments will be arranged. Currently, there is active solicitation of materials for publication.

Regent Congressman Angara requested for the list of publications of the UP Press.

President Pascual informed Regent Congressman Angara that the list of publications of the UP Press is available online.

Vice President G. Concepcion announced to the Board that as part of the pre-investiture celebration, UP is launching twelve (12) e-book publications of the UP Press.

Regent Albarracin, in addition to the request of Regent Congressman Angara, wants to know revenues and expenses of the UP Press to determine whether it makes or losses money.

Vice President G. Concepcion informed the Board that the books produced by the UP Press are basic course books. The University is trying to explore on improving the e-learning materials that are pervading the world. She said that at present, there is a website called CAN Academy which was created by IT researchers. The website contains e-learning materials for basic courses in Engineering, business, chemistry and biology. According to Vice President G. Concepcion the material entitled “Humanizing the Classroom” is free and could be made available to everyone to revolutionize the teaching of basic courses as well as the GE not only in UP but in the entire country.

In this regard, Regent Albarracin suggested that Vice President G. Concepcion create a project that could make use of the e-learning materials that she mentioned and report to the Board the outcome.

Student Regent Conti suggested exploring the possibility of integrating the UVLE system because she thinks that the system is largely used in Engineering to coordinate and conduct virtual classes.

CONCERNS OF REGENT SIGUION-REYNA

Regent Siguion-Reyna informed the Board that her son’s friends were able to raise PhP500,000 out of their allowance and they intend to donate the sum to the needy students of UP. In addition to the funds raised by the group, the students would still be donating part of their monthly allowances to raise the amount needed to support at least one student. The group was already informed of the requirements for the donation and will be complying with these when they have their semestral break. She said that President Pascual informed her that the minimum cost of living allowance per student is PhP12,000.
As regards to the “Kung Taga Diliman” Website, Regent Siguion-Reyna said that there are groups initiating to come up with a common fund that would go to the living allowances of the needy students.

ON PRESIDENT PASCUAL’S INVESTITURE

Regent Tiongco reminded the Board of the Investiture of President Pascual, which would be held on 15 September, two o’clock in the afternoon at the University Theatre. She also reminded the Board to wear academic gown for this occasion.

1273RD MEETING, 29 SEPTEMBER 2011

MATTERS ARISING FROM THE PREVIOUS MEETINGS OF THE BOARD

Revised UP Intellectual Property Rights Policy (IPR)

At its 1269th BOR meeting held on 3 June 2011, the Board approved the Revised UP IPR Policy subject to certain amendments.

The revised version incorporates these amendments as follows:

Sec. 8(2) Royalty Sharing – The university shall assign to the author(s), inventor(s), or creator(s) 100% of the first two hundred thousand pesos (or less) of the royalty received by the university from commercialization of the intellectual property …

Sec. 8(4) Portability of Shares – Shares in royalty and other revenues such as upfront, milestones and other payments shall be payable to the creator(s)/inventor(s) of the IP even after retirement, termination of their employment with the university or their contract of service or in the case of students after their graduation from the university; provided further, that said creator(s)/inventor(s) have not been dismissed from the university because of violation of provisions of this policy (e.g., selling or compromising university trade secrets) …

The Office of the Vice President for Development shall be distributing and disseminating the officially approved/confirmed version to all units and parties concerned.

Board action: CONFIRMATION.

Update on Employees Welfare Concerns

1. University Plans for the Regulation of Casuals/Contractuals and Updates on Unfilled Items

2. 10-Day Service Recognition Leave with Pay (Additional 10 Days Leave for Administrative Staff and REPS)

3. Hazard Pay Allowances

4. Health Benefits package for University Employees

5. Case of Mr. Allan Dexter Manalo, UP Visayas Contractual Employee

Board action: NOTATION.
Comments of Regent Magdaleno B. Albarracin, Jr., on the UP Strategic Plan

(Please see documents filed at the OSU Records.)

Board action: NOTATION.

Letter of Mr. Marcelino J. Veloso III Dated 12 September 2011 Requesting for a Secretary’s Certificate to Enable Him to Secure a Transcript of Records (TOR)

Mr. Marcelino J. Veloso III, in his letter dated 12 September 2011, was requesting that a Secretary’s Certificate of the Board Resolution during its 1269th meeting held on 3 June 2011 be issued to him to enable him to secure a Transcript of Records (TOR) from the Office of the University Registrar. The TOR is a requirement for any applicant to the Philippine Bar. Mr. Veloso alleged in his letter that he was able to secure a favorable resolution from the BOR on his appeal on the action of the President of the University denying his application for graduation from the College of Law.

Pertinent portions in the minutes of the BOR Meeting on 3 June 2011 only reflect the discussions on his appeal. But on review, the BOR had no action yet on his appeal.

The Office of the Vice President for Legal Affairs has recommended that the matter be elevated to the BOR so that the BOR may, at its discretion, act with dispatch on the appeal of Mr. Veloso, especially if Mr. Veloso were a candidate to the November 2011 Bar examination.

Board action: The Board granted the request of Mr. Veloso for a Transcript of Records, with the annotation that he has a pending student disciplinary case, to enable him to take the Bar examination.

Update on Dean Enrique M. Avila Case

For the record, President Pascual upon request of the Chair gave an update on the case of Dean Avila but did not participate in the further discussion on the Notice of Appeal.

Summarizing, Chair Licuanan said that the body directs the Secretary to draft an acknowledgement letter for the three (3) former UP Presidents and to furnish them with a copy of President Pascual’s the Private and Confidential Statement vis-à-vis two recent columns of Prof. Monsod in the Philippine Daily Inquirer with the note that they should treat the statement with confidentiality. She added that the Board will assure them that they would be studying the case very carefully and that the Board will take it up at its next meeting.
REPORTS FOR INFORMATION OF THE BOARD

Report of the President

1. Initiatives and Activities of the President

Hereunder is the report of President Pascual:

“UP PRESIDENT’S REPORT TO THE BOARD OF REGENTS
25 August – 28 September 2011

A. INVESTITURE

I would like to thank the Board for participating in the memorable investiture I had last 15 September. Thanks to Chair Patricia Licuanan for presiding over the investiture rites, to Faculty Regent Ida Dalmacio for making the introduction, and to Alumni Regent Gladys Tiongco for taking on the tough job of chairing the committee that organized entire event.

B. UP BUDGET

The approval process for the 2012 is still going on. With the representations made to DBM by Chair Licuanan on behalf of UP, we can now reasonably expect that UP will be able to get the funds for the unfilled positions, which are proposed to be kept at DBM. We are told that releases will be allowed without having to make regular appointments to the unfilled positions. All we need to do is: submit the names of faculty and staff members not presently occupying plantilla positions, and specify the unfilled positions to be utilized for their remuneration.

There is still no indication if the PhP200 million allocated to UP via congressional initiative (CI) for ERDT MOOE in 2011 will be included again for 2012. In any case, we have found out that UP did not get the release of a total of PhP6.2 billion in general appropriations for UP during the past nine years (2002-2010). In addition, UP has so far received only the first PhP100 million of the centennial fund, provided for under the UP Charter of 2008, amounting to P100 million per year for a period of five years.

C. CAMPUS VISITS

I again had occasion to visit a number of our constituent universities during the period covered by this report. Some of these visits were part of the series of pre-investiture activities that showcased the talents and achievements of the UP community while providing me the opportunity to dialogue with its various sectors.

• I was in UP Baguio on 2 September for the launch of their Cordillera Review and for interactions with its various constituents (faculty and staff, students, alumni).

• UPLB’s pre-investiture concert on 5 September, dubbed Alay-Hiling: Isang Gabi ng Pagpuputong sa Mahal Naming Presidente, was very nicely put together and was quite well attended.

• I was keynote speaker at the UP Open University roundtable discussion on the theme, “Open Educational Resources and the University: Participating in the Knowledge Commons”, held on 7 September at the National Computer Center in the Diliman campus. The occasion was capped by the launch of the first set of e-books published by the UP Press, which is a UP System unit. Through e-books, UP Press publications can now reach a global market.

• I flew to Davao for UP Mindanao’s Pahalipay Alang Kang PAEP on 9 September. Among the activities of the day were: (a) ribbon-cutting ceremony for the new dormitory annex at the College of Science and Mathematics; (b) groundbreaking ceremony for the Oblation Plaza landscaping project of the UP Alumni Association in Davao; (c) book launching of The Nypa Plam: Nature’s Gift from the Age of the Dinosaurs; and (d) UP Mindanao cultural show, which featured performances by students, faculty and staff in dance, music, and poetry. The trip to UP
Mindanao also gave me the opportunity to respond to the Student Regent’s invitation to meet and dialogue with our student leaders at the Mindanao-wide Student Congress.

- Understandably, I had been able to attend more than just a couple, due to its proximity, of UP Diliman’s pre-investiture events, which included the following:
  
  o An Academic Symposium held at the National Institute of Physics Auditorium on 12 September involving four foreign-based scientists sharing with the Diliman community their research experiences. This was organized by the OVPAA and the Philippine Genome Center, a new research unit of the University, with the support and sponsorship of UP Chemistry alumnus, Dr. Baldomero Olivera of the University of Utah.
  
  o “Alay ng Sambayanan sa Pangulo ng UP”, a unity walk cum program, held at the Quezon Hall Amphitheater on 12 September, organized by Dr. Connie Alaras and attended by representatives of the multi-sector anti-corruption council;
  
  o A photo and memorabilia exhibit, entitled “The Presidency through the Decades”, was opened at Bulwagan ng Dangal.
  
  o The President Alfredo E. Pascual Digital Resource was launched by the University Library;
  
  o A grand invitational musical concert, Parangal sa Pangulo, was held at the University Theater featuring an impressive line-up of UP Diliman’s official performing groups.

  The last three events all took place on 14 September.

- I went to UP Cebu to join its constituents in the celebration on 23 September marking the first year anniversary of the unit’s elevation to an autonomous college. The day started with the groundbreaking for the UP Cebu Professional Schools at the South Road Property (SRP) Campus, a site donated by the City of Cebu. This was followed by presentations of the cultural works of UP Cebu faculty members and the recognition of recent retirees from among the faculty and staff. The day was capped by a dinner-meeting with a group of alumni from various UP units, including the UP High School.

- On her invitation, I had a breakfast-meeting with Governor Gwen Garcia the next day to discuss the requirements of the newly completed Cebu Cultural Center, which is located in the Lahug campus of UP Cebu.

D. COLLABORATIONS & DONATIONS

- While visiting UP Baguio last 2 September, I made an official visit to the Philippine Military Academy, which gave me a tour of its campus and facilities. It also provided the occasion for me to sign a Memorandum of Understanding between the UP and the PMA covering collaborations in academic programs and training opportunities for the PMA’s faculty in Science, Mathematics, and English.

- On 12 September at the City Hall, I signed with Quezon City Mayor Herbert Bautista a Memorandum of Agreement for an PhP8.5 million UP Manila National Telehealth Center (NTHC) project called “CHITS”, which stands for Community Health Information Tracking System. CHITS is an electronic medical record intended for the local government’s primary care health centers that was developed as an operations research in 2004 by the UP College of Medicine Medical Informatics Unit.

- I had discussions with representatives of Philips for their technical assistance to UP in undertaking energy-saving initiatives.

- On 26 August, I signed a Memorandum of Donation with the UPAA-United Arab Emirates chapter.

E. OTHER MEETINGS AND SPEAKING ENGAGEMENTS

- Spoke to an assembly of alumni of the UP Integrated School during a dinner event called, “Hello Narra, Goodbye Katipunan”, on 26 August, UPIS Campus.

- Addressed the Kapihan 3 (devoted to Academic Publications), held in UP Manila on 31 August.
• Delivered a speech on the economic provisions of the Philippine Constitution as Guest of Honor and Speaker during the monthly meeting of the Philippine Constitution Association (PHILCONSA) held on 31 August 2011 at the Manila Hotel.

• Gave a message at the public lecture of 2011 Ramon Magsaysay Awardee Mr. Koul Panha on “Citizenship Vigilance from the Grassroots: the Movement for Free and Fair Elections in Cambodia” that was organized, among others, by the Third World Studies Center, and held at the Faculty Center on 1 September.

• Delivered a message at the forum by University Staff and REPS to commemorate the birth centenary of UP President SP Lopez, on 20 September at the Asian Center.

• Delivered a message on 21 September on the occasion of the “unveiling” of “The Progress of Medicine in the Philippines” – a series of four large-scale paintings by National Artist Carlos “Botong” Francisco which were especially commissioned in 1953 for the lobby of the Philippine General Hospital. The mural has been declared by the National Museum as a National Cultural Treasure. It was transferred to the National Museum in July for restoration and care.

• Addressed the Rotary Club of Forbes Park on the theme, “UP After 100 Years” as guest speaker during the club meeting on 22 September.

• Gave a message at a workshop on the Environment Issues held at the UP Center for Integrative and Development Studies on 26 September.”

2. Delegated Authority subject to information of the Board

Deed of Donation between the University of the Philippines College Baguio Educational Foundation, Inc. (Donee) and Dr. Richard G. Scheerer (Donor)

Donation: PhP1,500,000.00

Beneficiary Unit: UP Baguio

Particulars:

For and in consideration of the foregoing, the Donor hereby donates the sum of PhP1,500,000.00 under the following terms:

1. The Donation shall be used to support the establishment and awarding of a professorial chair to be known as the Otto Johns Scheerer Professorial Chair at the University of the Philippines Baguio;

2. The Donee shall manage the Donation and only its earnings may be used in awarding the Otto Johns Scheerer Professorial Chair;

3. The Otto Johns Scheerer Professorial Chair shall be awarded in accordance with the applicable policies and guidelines of the University of the Philippines in effect as of such awarding, not inconsistent with the above-enumerated terms; and

4. The agreement may be amended by mutual consent of the Donor and the Donee.

The Donee hereby accepts and acknowledges receipt of the Donation, and expresses its sincere appreciation to the Donor.

Date notarized: June 2011

Board action: NOTATION with appreciation.
Deed of Donation between the University of the Philippines Open University (Donor) and the City Government of Cotabato (Donee)

Particulars:

1. The Deed is pursuant to the Memorandum of Agreement (MOA) among the UPOU, CHED and the LGUs of Bani, Pangasinan, Tagbilaran, Bohol and Cotabato, dated 3 January 2008;

2. Under the MOA, UPOU was tasked to pilot a project that will help constituents of LGUs to access its degree or non-degree academic programs (the “Project”);

3. The Project is fully funded by the Commission on Higher Education (CHED) which funding includes the costs of the tuition fees of UPOU and the purchase by UPOU of equipment (i.e. computers, table and chairs, etc.) for the testing centers located within the LGUs;

4. As agreed under the MOA, UPOU shall facilitate the purchase of the equipment through public bidding in accordance with Republic Act 9184, and thereafter, the ownership of the equipment shall be transferred by way of donation to the LGUs concerned;

5. The City Government of Cotabato accepts the offer of the UPOU for the donation of said equipment;

6. For and in consideration of the above premises, and their mutual covenants hereinafter set forth, the Parties have agreed as follows:

   a. The following equipment is hereby transferred by way of donation by the UPOU to the City Government of Cotabato:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 units</td>
<td>Desktop Computers</td>
<td>PhP313,550.00</td>
</tr>
<tr>
<td>1 unit</td>
<td>Notebook, for multimedia</td>
<td>39,610.00</td>
</tr>
<tr>
<td>1 unit</td>
<td>Notebook, G400</td>
<td>30,800.00</td>
</tr>
<tr>
<td>2 units</td>
<td>Handy Cam</td>
<td>61,000.00</td>
</tr>
<tr>
<td>2 units</td>
<td>Fax Machine</td>
<td>15,330.00</td>
</tr>
<tr>
<td>1 unit</td>
<td>Printer, Office Jet</td>
<td>9,650.00</td>
</tr>
<tr>
<td>1 unit</td>
<td>Digital Copier</td>
<td>72,777.00</td>
</tr>
<tr>
<td>1 set</td>
<td>Sound System with complete accessories</td>
<td>134,820.00</td>
</tr>
<tr>
<td>1 unit</td>
<td>LCD Television, “37”</td>
<td>55,850.00</td>
</tr>
<tr>
<td>1 unit</td>
<td>Multimedia Projector</td>
<td>138,000.00</td>
</tr>
<tr>
<td>1 unit</td>
<td>Digital Camera</td>
<td>20,500.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>PhP891,887.00</strong></td>
</tr>
</tbody>
</table>

b. Accordingly, to give full effect to this donation, the Donee hereby accepts the foregoing donation and expresses its appreciation and gratefulness for the liberality and generosity of UPOU.

Effectivity: Effective upon completion of the signatures of all authorized representatives of the Parties.

Date notarized: 5th April 2011

Board action: NOTATION.
Contracts/Agreements

(Delegated Authority to the President subject to information of the Board [cost not exceeding PhP30 Million Pesos])

Note: These agreements have gone through the standard University processes from the Constituent Universities (CUs) concerned and the University System. In cases where there were irregularities in the processes, the documents were returned for review or to exact compliance by, the concerned.

UP Manila

Supply Contract between the University of the Philippines Manila and the Elite Scientific & Diagnostic Int’l Supplies Co. [ELITE] (Supplier)

Service: Supply and Installation of Laboratory Furniture at the Newborn Screening Center to be Located at the UP-Ayala Technohub

Amount of Contract: PhP1,600,553.00

Mode of Procurement: Public Bidding

Particulars:

The renovation/modernization of laboratories is one of the priority projects of UP Manila, among which is Supply and Installation of Laboratory Furniture at the Newborn Screening Center to be located at the Ayala Technohub, thus, budget clearance was provided from fund 139-184-412.

Statement from the UP Manila Legal Office: The Supply Contract was reviewed by the UP Manila Legal Office. The stipulations of the contract amply protect the rights and interest of the University and in accordance with the University’s policies, rules and regulations.

Statement of Compliance: Pertinent laws (RA 9184, the Procurement Law), University Rules and Regulations have been fulfilled/complied with in the execution/signing of the contract.

Period of the Contract: Sixty (60) calendar days to take effect upon receipt of Notice to Proceed

Date notarized: 21 June 2011

Board action: NOTATION.

Supplemental Contract for Janitorial Services between the University of the Philippines Manila and the PHILCARE Manpower Services [PMS] (Agency)

Services: Janitorial and Maintenance Services to be rendered at the various specified areas of the Central Administration and other Academic Units of UP Manila and the Philippine General Hospital

Amount of Contract: The UP Manila agrees to pay the Agency the monthly rate of each janitor for actual services rendered, as indicated in the financial proposal, every 15th and 30th of each month, subject to the usual government accounting and auditing procedures and requirements:

- For Academic Units and Central Administration Offices (8 hours duty with Sunday as rest day and excluding holidays) PhP14,280.22/month/janitor
- For PGH (8-hour duty with one rest day per week) PhP14,706.00/month/janitor
Mode of Procurement: Extension of the contract for janitorial services with PHILCARE Manpower Services under the same terms and conditions in the original contract

The bidding cannot be accomplished before the expiration of the contract. The preparation for the bidding, including the review of the Terms and Conditions, deployment of janitors and budget requirement are still being undertaken.

Statement from the UP Manila Legal Office: The Terms and Conditions of said agreement appear to be in order and in accordance with similar agreements of the University on the same subject matter.

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.

Period of Contract: 1 August 2011 to 31 August 2011

Date notarized: 25 July 2011

Board action: NOTATION.

UP Open University

1. Four (4) Memoranda of Agreement between the UP Open University and the Central Book Supply, Inc (CBSI)

1.1. Printing of UPOU Books and Modules through the Print-on Demand (POD) Method in accordance with the Instructions of UPOU and with Terms and Conditions Provided therein

Printing Cost: PhP92,000.00 (shall be borne exclusively by the UPOU through the Print Production Unit [PPU])

Mode of Procurement: Direct Contracting

Date notarized: 25 July 2011

1.2. Printing of UPOU Books and Modules through the Print-on Demand (POD) Method in accordance with the Instructions of UPOU and with Terms and Conditions Provided therein

Printing Cost: PhP480,000.00 (shall be borne exclusively by UPOU through the Faculty of Education [FEd])

Mode of Procurement: Direct Contracting

Date notarized: 15 June 2011

1.3. Printing of UPOU Books and Modules through the Print-on Demand (POD) Method in accordance with the Instructions of UPOU and with Terms and Conditions Provided therein

Printing Cost: PhP400,000.00 (shall be borne exclusively by the UPOU through the Faculty of Management and Development Studies [FMDS])

Mode of Procurement: Direct Contracting

Date notarized: 15 June 2011
1.4. Printing of UPOU Books and Modules through the Print-on Demand (POD) Method in accordance with the instructions of UPOU and with Terms and Conditions Provided Therein

**Printing Cost:** PhP380,000.00 (shall be borne exclusively by UPOU through the Faculty of Information and Communications Studies [FICS])

**Mode of Procurement:** Direct Contracting

**Date notarized:** 15 June 2011

**Particulars:**

a. For the term of the Agreement, the CBSI shall have the obligation to print books and modules of the UPOU through the POD Method in accordance with the instructions of the UPOU and with terms and conditions provided therein;

b. The UPOU shall give clear instructions to the CBSI regarding the details of the printing of its books and modules. Any changes or modifications on the instructions shall be communicated to the CBSI within two (2) days from receipt of the CBSI of the original instructions, otherwise the CBSI may not be held liable should it print the books and modules in accordance with the terms of the original instructions. Any additional costs or charges arising from the changes and modifications on the instructions shall be for the account of the UPOU. Any request for printing may be cancelled by the UPOU within the same period of two days from the receipt by CBSI of the request for printing, provided that the actual printing of the books or modules has not commenced.

c. **Warranties of the CBSI:**

   c.1. The CBSI warrants that only the exact number of course books and modules will be printed as needed and as instructed by the UPOU; and

   c.2. The CBSI also guarantees that it shall not over-print any of the course books and modules of the UPOU.

d. The copyright to the course books and modules of UPOU printed by the CBSI shall belong to the UPOU and its writers, as the case may be. The UPOU hereby assumes sole responsibility for any civil, criminal or administrative action that may arise in relation to the contents of the said course books and modules;

   No copyright is transferred to the CBSI by virtue of the Agreement. Accordingly, the CBSI is not authorized to print, publish, reproduce or sell any of the books and modules of the UPOU without the latter’s prior written consent.

**Statement from the Chancellor:** The Contract has been reviewed by the UPOU 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.

**Effectivity:** Effective immediately upon signing of the parties and shall continue to be in effect until 31 December 2011

**Board action:** NOTATION.
Report of the Faculty Regent

Faculty Regent Dalmacio informed the Board that she deferred her visit to the UP Diliman Extension Program in Pampanga and the UP Diliman Extension Program in Olongapo because she and the Director could not find a common time to do the consultation.

Report of the Student Regent

Hereunder is the report of Student Regent Conti:

“Report of the Student Regent
to the Board of Regents
1273rd Meeting
29 September 2011

Students’ Strike

The University community – students, faculty and some administrators who were part of or supporters of the UP Kilos na Laban sa Budget Cut – declared campus strikes, starting 21 September 2011, in protest over insufficient budget for state colleges and universities, as well as public hospitals and health facilities.

Among the highlights were an interactive fashion show in Diliman, a dodge ball event in Manila, and a campfire gathering in Baguio. Other units had alternative social discussions with classes, organizations, and groups. There were several fora conducted: in Pampanga; in Diliman, with President Pascual, Chancellor Saloma and other Diliman officials; and in Baguio, with Kabataan party-list Rep. Raymond Palatino.

UP students agreed for the strike to culminate with massive protests on the last day, Friday, 23 September. Some 3,000 students left UP Diliman for a historic march to Mendiola. Thirteen kilometers after, the Diliman contingent (with 1,200 left) met Manila (1,000) in Morayta. Tacloban (400), Baguio (700), Pampanga, Visayas Miag-ao and Iloilo went to the city centers. Los Baños (700) and Mindanao held programs within the campus.

Students deem the strike a success because of the wide media coverage, positive publicity and heightened interest in the budget of state colleges and universities; however, these have yet to be translated to approved proposals or amendments to the National Expenditure Program in Congress.

Students’ Congress

The 2011 UP Students’ Congress put attention to local and general concerns among UP students across the system. The island-wide events were held in UP Los Baños, UP Mindanao, and UP Tacloban College over three weekends in September. A consultation with President Pascual was conducted the day before the Mindanao congress, where some of the major problems were raised by the UP Mindanao University Student Council.

The congresses approved the following resolutions for collective engagement:

On state subsidy to UP

- Intensify the UP system-wide campaign against budget cuts on education and other basic social services
- Calling upon UP President Alfredo E. Pascual to support students’ campaigns against budget cut.
- Pagpapa-igting ng panawagan sa pinakamalawak na bilang ng lahat ng sektor sa loob ng Unibersidad ng Pilipinas na maki-isa sa malawakang welga laban sa nakaambang kaltas sa pondong UP at iba pang pamunladang pamantasan

On social services

- Mataas na suporta at pinansiya sa agham at teknolohiya
- Fight for a sufficient state funding on health, education and other basic social services
- Advance the people’s right to quality and affordable healthcare as a social service

On human rights

- Amnesty and immediate release of Maricon Montajes, Ericson Acosta and other political prisoners
- Condemn the arbitrary arrest of Aloguinsan 4
• Reaffirm the commitment of the UP Visayas* to fight against human rights violations and to uphold justice (against red-tagging, extrajudicial killings, enforced disappearances, illegal arrests)

On infrastructure, equipment and facilities
• Systematic system-wide campaign for the construction of the UPDEPP campus and corresponding relocation plans
• Support in soliciting books, medical equipment and computer for UP Manila School of Health Sciences
• Immediate resolution of the Sitio 17 land dispute and the subsequent construction of the UP Mindanao main library

On student fees and services
• Oppose the limiting/removal of UP Manila School of Health Sciences allowances
• Against the abolition of varsity teams in UPLB and to develop further the sports and recreation program in UP
• Genuine and comprehensive consultation on the proposed collection of physical education (PE) laboratory fees in UP Mindanao

On democratic governance
• Support for the institutionalization of a student representative in the executive committee of UP Cebu
• Calling for the UP Mindanao Commission on Elections (COMELEC) to immediately hold elections and establish the College of Humanities and Social Sciences student council
• Calling for the UP Mindanao Commission on Elections (COMELEC) to immediately hold elections and establish the College of Science and Mathematics student council

On student publications
• Support Himati in its assertion for financial autonomy and have full control of the publication fee being paid by all students every semester”

GENERAL GOVERNANCE

Appointment of University Officials

UP Los Baños

Dr. REX VICTOR O. CRUZ as Chancellor, effective 1 November 2011 until 31 October 2014

UP Manila

Dr. MANUEL B. AGULTO as Chancellor, effective 1 November 2011 until 31 October 2014

UP Visayas

Dr. ROMMEL A. ESPINOSA as Chancellor, effective 1 November 2011 until 31 October 2014
Dr. MA. LUISA MABUNAY as Dean, College of Arts and Sciences effective 1 October 2011 until 30 September 2014
Confirmation of Ad Interim Appointment of University Officials

UP System

Atty. HECTOR DANNY D. UY as Vice President for Legal Affairs, effective 12 September 2011** to serve at the pleasure of the President

** contractual appointment 12 September 2011 until 11 March 2012 subject to renewal

ACADEMIC MATTERS

The President endorsed the following:

Establishment of the Otto Johns Scheerer Professorial Chair at the UP Baguio

Prof. Otto Scheerer was an early settler of Baguio City, and was Provincial Secretary of Benguet around 1901. Later in his career, he became known for his pioneering work in Filipino Linguistics. Both he and his grandson, the donor Richard Scheerer, have had a long-standing connection with the University. Prof. Otto Scheerer had been with the faculty of UP; Dr. Richard Scheerer had earned his Medicine degree at the UP College of Medicine.

Dr. Richard Scheerer is donating to the University the sum of PhP1,500,000.00 for the establishment of the Otto Scheerer Professorial Chair in UP Baguio, and UP Baguio is honored to be the recipient of the funds.

The Otto Johns Scheerer Professorial Chair shall be awarded in accordance with the applicable policies and guidelines of the University of the Philippines in effect as of such awarding, not inconsistent with the terms of the Donation.

Board action: APPROVAL

Graduation from the UP Open University of Students Who Completed All their Requirements as of the End of Summer 2010-2011 and Whose Graduation Was Approved by the UPOU University Council at its 37th Meeting held on 10 August 2011

(Please see lists filed at the OSU Records.)

Board action: APPROVAL, except those with pending cases.

FISCAL MATTERS

The President endorsed the following:

Programming of CY 2010 Excess Income Under the Revolving Fund of UP Diliman in the Amount of PhP3,303,928.61, Certified as Available by the UP Diliman Accounting Office, to be utilized as follows:

<table>
<thead>
<tr>
<th>Maintenance &amp; Other Operating Expenses</th>
<th>PhP3,303,928.61</th>
</tr>
</thead>
<tbody>
<tr>
<td>To cover laboratory and office supplies, materials other MOOE expenditures</td>
<td></td>
</tr>
</tbody>
</table>

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
Request of the UP Manila for Authority to Earmark Part of the UP Manila Special Endowment Fund (SEF) Corpus in the Amount of PhP1,133,557.30, Certified as Available by the UP Manila Chief Accountant, to be utilized as follows:

<table>
<thead>
<tr>
<th>Maintenance &amp; Other Operating Expenses</th>
<th>PhP1,133,557.30</th>
</tr>
</thead>
<tbody>
<tr>
<td>To provide funds for the Performance Security in the implementation of the CHITS project in Quezon City and Navotas City</td>
<td></td>
</tr>
</tbody>
</table>

For the contracts of service of the UP Manila for the implementation of the Community Health Information Tracking System (CHITS) in Quezon City and Navotas City, the Performance Security required by both cities in accordance with negotiated bids for contracts of services between government agencies stipulated in RA No. 9184, Government Procurement Reform Act.

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

Board action: APPROVAL.

Deed of Donation and Acceptance between the University of the Philippines through the College of Engineering (Donee) and the Tau Alpha Foundation, Inc. (Donor)

Donation:

(1) Sundial (AC Motor, solar panel, and other electronic parts including civil works) worth PhP800,000.00

(2) Landscaping of the West Wing Lawn worth PhP610,000.00

Particulars:

1. Tau Alpha Foundation, Inc., shall pay Five Thousand Pesos (PhP5,000.00) for the monthly upkeep and maintenance of the West Wing lawn, for as long as the UPD-COE’s principal address remains at Melchor Hall; and

2. The UP agrees that the entire West Wing lawn of Melchor Hall shall be named as the “Tau Alpha Corner.”

Statement from the Office of the Vice President for Legal Affairs (OVPLA): The Terms and Conditions of the Deed of Donation and Acceptance appear to be in order and the Office of the Vice President for Legal Affairs recommends the same for approval by the Board of Regents, in view of the provision naming the West Wing Lawn as the Tau Alpha Corner.

Effectivity: The Deed of Donation and Acceptance is subject to and takes effect upon its approval by the Board of Regents.

Date notarized: 29 July 2011

Board action: APPROVAL.

Request of the UP Los Baños for an Amendment in the BOR-Approved Purchase of One (1) Unit Motorcycle for the Use of the Food Science Cluster (FSC), College of Agriculture from PhP62,000 to PhP65,000

The Board at its 1266th meeting held on 27 January 2011 approved the purchase of one (1) unit motorcycle amounting to PhP62,000 for the use of the Food Science Cluster (FSC)-College of Agriculture.
Due to changes in the purchase price over time, the UP Los Baños is requesting for an amendment in the amount of said purchase of one (1) unit motor vehicle from PhP62,000 to PhP65,000.

Board action: APPROVAL.

Request of UP Manila for Authority to Augment the Following Professorial Chairs Effective 2011

<table>
<thead>
<tr>
<th>Particulars</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Florentino B. Herrera Professorial Chair</td>
<td>PhP75,000</td>
<td>PhP100,000</td>
</tr>
<tr>
<td>Alfredo T. Ramirez Professorial Chair</td>
<td>PhP40,000</td>
<td>PhP100,000</td>
</tr>
</tbody>
</table>

The Professorial Chairs are awarded each to the incumbent Dean of the UP Manila School of Health Sciences, Palo, Leyte, and the incumbent Dean of the UP Manila College of Medicine, respectively.

The proposal shall keep the award at par and consistent with the UP Manila-funded Professorial Chairs and shall be funded as follows:

- Additional donation from the family of Dr. Florentino B. Herrera, Jr.
- From the interest income of the UP Manila Special Endowment Fund (SEF)

Board action: APPROVAL.

Request for Authority to Pay the Second Merit Incentive of PhP5,000.00 for CY 2011 to All Qualified UP Personnel

The President requests authority to pay the second merit incentive of PhP5,000.00 for CY 2011 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.

Memoranda of Agreement for CONFIRMATION of the Board

Note: These agreements have gone through the standard University processes from the Constituent Universities (CUs) concerned and the University System. In cases where there were irregularities in the processes, the documents were returned for review or to exact compliance by the concerned.

UP System

Memorandum of Agreement for the Sugbo Center for Culture and Arts or Cebu Performing Arts Center between the University of the Philippines and the Province of Cebu

Project: Lease of the Sugbo Center for Culture and Arts or Cebu Performing Arts Center

Implementing Unit: UP Cebu

Lease of Land and Obligations of the Parties:

a. The University leases to the Province, for an annual rent of ONE PESO (PhP1.00) and for a period of Twenty-Five
(25) Years, the land located within the UP Cebu College campus where the Center is presently constructed (the "Land"), consisting of 9,883.39 square meters, inclusive of parking space, and included in the property covered by "Transfer Certificate of Title No. 31165 (Lot No. 911-B-2-B-3), of the Registry of Deeds of Cebu. The lease shall be renewable for a similar period upon mutual agreement of the Parties;

b. The University shall allow the Province, its agents and representatives, free ingress to and egress from the construction site for the performance of all work and activities in connection with the construction of the Center, subject to reasonable limitations to be imposed by the University. The Province shall, however, ensure that all acts and measures necessary for the construction of the Center shall be carried out without inconvenience to the constituents of UP Cebu and shall ensure that the same shall not impede access to, and the use and occupation of, the roads and areas within or adjoining the area. The Province shall take immediate and appropriate action upon receipt of official complaint from the University. Immediately upon completion of the Center, the Province shall submit to the University a written certificate of completion of construction and shall remove all construction equipment and materials within thirty (30) days from completion of construction work on the Center;

c. The Province shall construct a fence to segregate the Center premises from the UP Cebu College campus;

d. The University shall participate in the design, specification and monitoring of the construction of the Center through its technical and engineering team;

e. The Province shall use the leased premises solely for the Center as an integrative center for its cultural projects, and a venue for showcasing the rich Cebuano arts and culture. Any use outside of the intended purpose of the lease shall require prior written consent of the University;

f. The Province shall not make any other improvements or build any other structures on the land other than the Center building without the prior written consent of the University. Should there be any improvements or structures made without obtaining prior written consent from the University, the University shall have the option to appropriate the same at no additional cost or have the same removed at the expense of the Province. The University shall notify the Province of its choice of action under this provision.

g. The Center building, structures and facilities within the leased premises shall not be assigned, mortgaged, sold, transferred, or otherwise disposed of or encumbered in favor of any agency, person, or entity outside of the UP System;

h. The Province shall not assign the lease or sublease the land or otherwise grant rights and obligations under the Agreement without the prior written consent of the University. The Province shall not sublease the Center Building without the prior written consent of the University; and

i. The Agreement is subject to the laws and regulations of the Republic of the Philippines. The Province and the University shall at all times abide by such laws as well as the rules and regulations of the University.

Grant of Privileges to the University:

a. The Province shall grant to the University, its faculty, staff and students, the free use of the Center’s facilities for the University’s official functions, including but not limited to, commencement exercises, student orientations, investitures, symposia, lectures, cultural programs, exhibits, and other institutional events and activities sponsored by the University, subject to at least fifteen (15) days prior written notice to the Province;

b. The province shall ensure that University constituents (i.e., administrative staff, members, faculty members, and students) shall be given discounted rates in admission fees to any of the Center’s activities and use of spaces within the Center;

c. The Province shall allocate a space within the Center for the free use and exhibition of the UP Fine Arts students’ exhibits, paintings and the like. A space to serve as a depository of UP paintings and other artistic works for public exhibition shall likewise be provided; and
d. Other privileges to be enjoyed by the University and the constituents shall be subject of further agreement.

**Operation and Management of the Center:**

a. The Center shall be used, operated and maintained only for its intended purposes, the parties shall likewise endeavor to integrate the academic programs of the University with the cultural and artistic programs of the Center;

b. The Center shall be funded, operated and maintained solely by the Province. All applicable taxes, expenses for security and cost of utilities imposed on the land and the Center building shall be for the exclusive account of the Province during the effectivity of the Agreement;

c. For its part, the University shall assist in providing the artists, musicians, and performers for the Center;

d. The University shall also promote the objectives of the Center.

**Effectivity:** Effective upon approval or prior authority by the Board of Regents of the University of the Philippines and the Sangguniang Panlalawigan of the Province of Cebu and shall remain in force for a period of Twenty Five (25) Years, subject to renewal for a similar period upon mutual agreement of the Parties.

**Date notarized:** 11 August 2006

**Board action:** CONFIRMATION.

**Agreement on Academic Cooperation between the University of the Philippines and the Philippine Military Academy (PMA)**

**Project:** Academic and Educational Cooperation

**Particulars:**

a. Both institutions agree to develop the following collaborative activities in academic agrees of mutual interest, on the basis of equality and reciprocity:

- 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; and
- Promotion of other academic cooperation as mutually agreed.

b. These activities will be conducted as required, after discussion and agreement between representatives of both institutions;

c. The development and implementation of specific activities based on the Agreement will be separately negotiated and agreed upon between the faculties, schools or institutes, which carry out the specific projects. Both institutions agree to carry out these activities in accordance with law and the regulations of the respective institutions after full consultation and approval;
d. It is understood that the implementation of any of the types of cooperation may be restricted based upon the availability of resources and financial support of the concerned institution; and

e. Should any collaborative research activity under the Agreement result in any potential for intellectual property, both institutions shall seek an equitable and fair understanding as to the ownership and other property interests that may arise. The understanding shall be based on the laws, rules and guidelines then implemented in each institution.

Effectivity: Valid for a period of five (5) years from the date of signing by the representatives of both institutions. The Agreement shall be renewed after being reviewed and renegotiated by both institutions.

Date notarized: 16 September 2011

Board action: CONFIRMATION.

UP Diliman

Memorandum of Agreement between the University of the Philippines Diliman and the German Academic Exchange Service (DAAD)

Project: Promotion of the German Language and International Academic Exchange

Particulars:

a. The UP and the DAAD shall cooperate in developing and creating specific programs which will benefit them both and their respective staff and academic clientele, and which will promote the development of joint studies, research, education, and other training programs of mutual interest;

b. With the aim of promoting the German language, culture, and literature, the DAAD will provide visiting professor/s and language assistant/s to the UP who will teach courses and deliver seminars, subject to available funding and qualified personnel.

Meanwhile, the UP will provide the salary of the German visiting professor/s, and accommodations for the language assistant/s while at the UP Diliman, according to the regulations that apply. The length of stay of each professor will be for a minimum of two (2) years and a maximum of five (5) years. The length of stay of each language assistant will be for a maximum of one (1) year;

c. The UP and the DAAD shall facilitate the entry and stay of participants in the programs to be developed and created within the framework of the Agreement, subject to the laws and regulations and internal rules that they may be obligated to follow; and

d. The UP and the DAAD agree that all future agreements between them shall be in writing and signed by their respective authorized officers prior to implementation. They shall mutually review and evaluate all programs developed under the MOA.

Statement from the Office of the Vice President for Legal Affairs (OVPLA): The Agreement has already passed legal review by the Diliman Legal Office (DLO), the latter finding the same to be substantially in order.

Effectivity: Effective for a period of three (3) years from date of signing, subject to annual review by UP and DAAD

Date signed: 31 March 2011 (UP)

10 May 2011 (DAAD)

Board action: CONFIRMATION.
Memorandum of Agreement between the University of the Philippines Diliman, through the College of Architecture, and the Philippine Realty and Holdings Corporation (PRHC)

Project: Philrealty Scholarship Program

Particulars:

In the administration and implementation of the Philrealty Program, the College of Architecture of the University and the PRHC shall have the following respective duties and responsibilities:

a. UP through the College of Architecture:
   a.1. Promote the Philrealty Program through advertisements in print such as posters and newsletters in coordination with the PRHC;
   a.2. Accept applications from its students for inclusion in the Philrealty Program and to screen and rank the applicants based on the requirements submitted and other form/s of screening process necessary;
   a.3. After screening possible qualified candidates for the Philrealty Program, choose the most qualified, inform the PRHC about the scholar chosen and the basis thereof, and request the Philrealty Scholar to visit the PRHC President to introduce himself/herself to the PRHC officers;
   a.4. Submit to the PRHC within two weeks after the closing of enrolment the name of the Philrealty Scholar together with the photocopies of his/her accomplished certificate of enrolment;
   a.5. Submit to the PRHC the scholastic ratings of the Philrealty Scholar not later than two weeks after the closing of every term;
   a.6. Screen and choose the most qualified replacement(s) of the Philrealty Scholar who, for whatever reason, is not able to continue his/her studies or maintain the scholarship requirements, and inform the PRHC thereof;
   a.7. Keep a separate record of the Philrealty program for future assessment; and
   a.8. Communicate regularly with the PRHC Scholarship Coordinator, especially regarding the academic performance of the scholar.

b. The PRHC:
   b.1. Accept a qualified applicant as its Philrealty Scholar for the Regular Scholarship Program for the current term and school year, preferably for the entire five-year Bachelor of Science in Architecture Course of the same Philrealty Scholar; and
   b.2. Coordinate with the College of Architecture of the University to monitor the implementation of the Philrealty Program’s Policies and Procedures.

c. Philrealty Scholar’s Responsibilities (before and after graduation)

Before the Philrealty Scholar is admitted into the Philrealty program, the College of Architecture of the University shall (i) inform the Philrealty Scholar of the following duties and responsibilities, which must be performed before and after his/her graduation, and (ii) monitor compliance therewith of each Philrealty Scholar, reporting such compliance to the Donor:

c.1. While enrolled at the College of Architecture of the University, assist the University and the PRHC in promoting the Philrealty program within the campus;
   c.2. Submit the retention requirements of the PRHC on time;
   c.3. Provide updates on his/her personal contact information and other details to the PRHC and the College of Architecture of the University;
   c.4. During summer, the Philrealty Scholar could work with Philrealty for his/her practicum requirements, provided he/she has no summer classes to attend in relation to his/her Architecture Course; and
   c.5. Upon graduation, in case Philrealty needs the Philrealty Scholar’s services, he/she may be invited to seek employment in Philrealty and/or its subsidiaries and affiliates.

d. Program Benefits

A student admitted as a Philrealty Scholar under the Philrealty program shall enjoy the following benefits:
d.1. Full payment of all school charges (tuition and miscellaneous fees only) for the relevant semester; and
d.2. A monthly allowance of PhP3,000.00.

Statement from the UP Diliman Legal Office: The Agreement has already passed legal review by the Diliman Legal Office (DLO), the latter finding the same to be substantially in order.

Effectivity: Effective upon execution and shall be in full force and effect until the Program is terminated by the PRHC.

Date notarized: 15 August 2011

Board action: CONFIRMATION.

Memorandum of Agreement between the University of the Philippines Diliman and the San Beda College

Project: Educational and Scientific Cooperation

Particulars:

a. Within fields that are mutually acceptable and subject to the requirements of each institution's own academic programs, research activities, and other academic undertakings, the following forms of cooperation may be pursued:

1. joint research;
2. consultancy services;
3. exchange of information, including, but not limited to, research publications;
4. participation in seminars, lectures and academic meetings; and
5. exchange of faculty for part-time teaching.

b. The University and the San Beda College shall identify specific academic projects that they may decide to undertake collaboratively within the period of effectivity of the Agreement. The details and other implementing guidelines shall be agreed upon in writing by the Parties in subsequent specific agreements, which shall form integral part/s of the main Agreement.

Statement from the Office of the Vice President for Legal Affairs (OVPLA): The Agreement has already passed legal review by the Diliman Legal Office (DLO), finding the same to be substantially in order.

Effectivity: Effective upon signing by the Parties and shall remain in force for a period of three (3) years subject to annual review, without prejudice to renewal upon mutual agreement of the Parties.

Date notarized: 5 July 2011

Board action: CONFIRMATION.
Memorandum of Agreement between the University of the Philippines Diliman, through the College of Education, and the Department of Education (DepEd)

**Project:** Customized Summer Training Program for Pre-school and Multigrade Teachers of DepEd

**Particulars:**

**DepEd shall:**

a. identify, through the Regional Division Offices, the teachers who will be the recipients of the scholarship program;
b. promulgate the necessary rules and regulations for the grant of scholarships and the terms of conditions thereof;
c. pay the University the amount of PhP10,500.00 to cover expenses for tuition fees and other school fees of each scholar;
d. coordinate, through the Regional and Division Offices, with the University on all matters pertaining to the scholarship program for the smooth implementation of the said program;
e. conduct briefing and debriefing sessions for scholars;
f. institute control measures to ensure that scholars, upon completion of the program, are fully utilized in the field of their specialization; and
g. monitor and evaluate the conduct of the training program.

**The University shall:**

a. prepare the training designs for the Summer Training Program for Multigrade and Pre-school Teachers and submit the same to DepEd for review and/or approval;
b. conduct the Summer Training Program for Multigrade and Pre-school Teachers for one (1) summer (Summer 2011);
c. assist in providing accommodation for 141 multigrade teacher-scholars and 193 preschool teacher-scholars and other necessary facilities and competent faculty members for the training;
d. provide DepEd with updates on the status of each scholar and other related reports regarding his/her participation in the Summer Training Program; and
e. award the Certificate of Completion to the successful scholars.

**Statement from the Office of the Vice President for Legal Affairs (OVPLA):** The Agreement has already passed legal review by the Diliman Legal Office (DLO). The terms and conditions of the MOA appear to be substantially in order.

**Effectivity:** Effective Summer 2011

**Date notarized:** 20 July 2011

**Board action:** CONFIRMATION.

Memorandum of Agreement among the University of the Philippines Diliman through the Electronics and Electrical Engineering Institute (UPD-EEEI), the Department of Science and Technology (DOST) and the Philippine Council for Industry, Energy, and Emerging Technology Research and Development (PCIEERD)

**Project:** ERDT: Interdisciplinary Signal Processing for Pinoys (ISIP), with two (2) project components

- **Project 6.** Philippine Languages Database for Mother Tongue-Based Multilingual Education and Application
- **Project 7.** Development of an English Language Training Software for Call Centers
Amount of Project: PhP9,364,676.00

Particulars:

The Project shall be undertaken by the UPD through the Electronics and Electrical Engineering Institute (EEEI) in accordance with the approved project proposal, and shall be monitored by PCIEERD.

Statement from the Office of the Vice President for Legal Affairs (OVPLA): The Agreement has already passed legal review by the Diliman Legal Office (DLO) finding the same to be substantially in order.

Effectivity: Projects 6 and 7 shall be implemented for three (3) years and two (2) years, respectively to start on 15 June 2011 to 14 June 2012, or immediately after the release of the project funds

Date notarized: 17 June 2011

Board action: CONFIRMATION.

Project Contract between the University of the Philippines Diliman, through the College of Engineering, and the JICA Project Office for ASEAN University Network/Southeast Asia Engineering Education Development Network (AUN/SEED-Net)

Project: AUN/Seed-Net Project on Graduate Study Program for Master’s Degree/Doctoral Degree (AUN/SEED-Net Project No. UP G1101)

Amount: PhP5,753,624.00

Particulars:

a. The UP shall be responsible for implementing the Project with due diligence and efficiency, in accordance with the Project Summary and Budget approved by JICA Project for AUN/SEED-Net and with any supplementary arrangement which may be agreed between the Parties;
b. The UP shall not directly or indirectly sell, assign or otherwise dispose of the contract to any third party unless otherwise agreed upon by JICA Project for AUN/SEED-Net;
c. The UP shall do its utmost to ensure that the Project is implemented from 1 April 2011 to 15 March 2012, and within the agreed budget, to achieve its objectives;
d. The JICA AUN/SEED-Net shall not be liable to any claim that may arise as a result of the implementation of the Project or due to the use of any Project equipment; and
e. The JICA Project for AUN/SEED-Net shall disburse the Fund to the UP according to the following schedule:

The disbursement in the amount of PhP5,753,624.00 shall be remitted to the UP by the JICA Project AUN/SEED-Net.

Actual disbursement should be executed as described in the Contract.

Statement from the Office of the Vice President for Legal Affairs (OVPLA): The Agreement has already passed legal review by the Diliman Legal Office (DLO) finding the same to be substantially in order.

Date signed: 27 April 2011
Amendment to Project Contract between the University of the Philippines Diliman, through the College of Engineering, and the JICA Project Office for ASEAN University Network/Southeast Asia Engineering Education Development Network (AUN/SEED-Net)

Project: AUN/Seed-Net Project on Graduate Study Program for Master’s Degree/Doctoral Degree (AUN/SEED-Net Project No. UP G1101a)

Amount: PhP6,188,842.00

Particulars:

a. The Contract No. UP G 1101 is hereby amended to UP G 1101a due to the intake of one new MS student for the 2011/1st semester as listed in the contract. The additional cost estimate of PhP435,218.00 as detailed in the contract will be disbursed three times as listed in the contract;
b. To reach the Project objectives as described in the Project Summary, the disbursement in the amount of PhP6,188,842.00 shall be remitted to the UP by the JICA Project for AUN/SEED-Net.

Statement from the Office of the Vice President for Legal Affairs (OVPLA): The Agreement has already passed legal review by the Diliman Legal Office (DLO) and the Amendment appears to be substantially in order.

Board action: CONFIRMATION.

Memorandum of Agreement between the University of the Philippines Diliman, through the College of Mass Communication, and the Sagip Pasig Movement (SPM)

Project: Airing and Production of an Advocacy Radio Program entitled “Dumaloy Ka, Ilog ng Kasaysayan!” over DZUP

Particulars:

The UP, through the CMC-DZUP, shall:

a. Allocate the station’s 1:00 to 2:00 p.m. time slot for the program produced by the SPM;
b. Share the right to revenues from sponsors generated by the SPM and the DZUP;
c. Assign a program Executive Producer (EP) who will coordinate with and assist the equivalent Producer of the SPM in terms of the procedural and technical requirements of the SPM;
d. Monitor and record the program every Monday to form the audio archive of the CMC-DZUP; and
e. Allow the SPM to streamline the program in their website.

SPM shall:

a. Identify and assign the production personnel who shall function as producer, writer/researcher, production assistant, technical staff, and program host/s;
b. Prepare the program content and segments as agreed on with the DZUP program Executive Producer (EP);
c. Pay the amount of Sixteen Thousand Pesos (PhP16,000.00) per month for airtime and Four Thousand Pesos (PhP4,000.00) per month for program plugs. Payment for the airtime and program plugs shall be made payable to the UP College of Mass Communication-DZUP Trust Fund Account;
d. Consult and coordinate with the DZUP program EP on matters related to the technical requirements of the program;
e. Agree to go on-air live every Monday per their scheduled airtime, including holidays. Pre-recording of the program is not allowed, except in meritorious cases, and which must be requested, in writing, from the DZUP management committee, through the DZUP program EP, at least three working days before broadcast;
f. Endeavor to look for sponsors, acceptable to the UPD-DMC/DZUP, to sustain the program; and
Abide by the rules and regulations as stipulated in the KBP Broadcast Code, which the DZUP adheres to as a member station of the Kapisanan ng mga Brodkaster ng Pilipinas (KBP), including requiring only KBP-accredited broadcast personnel to go on-air.

Statement from the UP Diliman Legal Office: The Agreement has already passed legal review by the Diliman Legal Office (DLO) finding the Agreement to be substantially in order.

Effectivity: Effective for a period of six (6) months beginning 1 August 2011 until 30 January 2012 (last broadcast), subject to renewal for another six (6) months upon the mutual written consent of the parties.

Date notarized: 12 August 2011

Board action: CONFIRMATION.

Memorandum of Agreement between the University of the Philippines Diliman, through the College of Mass Communication, and the Transparency International Philippines (TI-Philippines)

Project: Airing of an Advocacy Radio Program, entitled, “Simulan Mo” over DZUP

Particulars:

The UP, through the CMC-DZUP, shall:

a. Allocate the station’s 1:00 to 2:00 p.m. time slot, every Friday, for the period from April 2011 to September 2011, for the program to be produced by TI-Philippines;

b. Assign a program Executive Producer (EP) who shall coordinate with and assist the equivalent Producer of TI-Philippines in terms of the technical requirements of TI-Philippines; and

c. Monitor and record the program everyday to form the audio archive of UP-CMC/DZUP.

The TI-Philippines shall:

a. Identify and assign the production personnel who shall function as producer, writer/researcher, production assistant, technical staff, and program host/s;

b. Consult and coordinate with the DZUP program EP on matters related to the technical requirements of the program;

c. Prepare the program content and segments as agreed upon with the DZUP Management Committee and the program EP:
   c.1. The TI-Philippines shall be solely responsible and liable for the content of its program; and
   c.2. The TI-Philippines shall not include in its program materials that (1) promote partisan political interests; (2) are libelous; (3) infringe on the private rights of others; or (4) are otherwise prohibited by, or contrary to law.

d. Agree to go on-air live according to the scheduled airtime, every Friday, including holidays. Pre-recording of the entire program shall not be allowed, except for meritorious cases, and which must be requested in writing, from the DZUP ManCom, through the program EP, at least five (5) working days before broadcast;

e. May stream the program in its website, provided that the TI-Philippines shall properly acknowledge that the program was originally aired in the DZUP station;

f. Abide by the rules and regulations as stipulated in the Broadcast Code of the KBP, to which the DZUP adheres to as a member-station of the KBP. This includes allowing only KBP-accredited broadcast personnel to go on-air;

g. Comply with the rules governing the use of the DZUP and the UP-CMC facilities at all times. The TI-Philippines shall be liable for any damage to said facilities attributable to the fault or negligence of the TI-Philippines or any of its personnel, representatives, and/or guests. In such case, payment shall be made to the UP College of Mass Communication-DZUP Trust Fund Account (Code: 97774219-499-439); and
h. Should the DZUP, the CMC, and/or UP, or any of their officers, employees and/or agents, be held liable by reason of the program, or penalized by the KBP, including penalties imposed on the station, the TI-Philippines shall indemnify UP, DZUP and/or the College of Mass Communication, or any of its officers, employees and/or agents, for any and all damages the latter may sustain.

Statement from the UP Diliman Legal Office: The Agreement has already passed legal review by the Diliman Legal Office (DLO) finding the Agreement to be substantially in order.

Effectivity: Effective for a period of six (6) months, subject to renewal for another six (6) months upon the mutual written consent of the parties

Date notarized: 18 August 2011

Board action: CONFIRMATION.

UP Manila

Consortium Agreement between the University of the Philippines Manila and the Universite Montpellier 2 Sciences et Techniques [France] (UM2ST)

Project: “MAn Health Environment biodiVersity in Asia” (MAHEVA)

Implementing Unit: Office of the Vice Chancellor for Academic Affairs

Project Proposal:

a. The UM2ST is the Coordinating Institution of a consortium of twenty universities which agreed to organize the Erasmus Mundus Action 2 project, named “MAn Health Environment biodiVersity in Asia (MAHEVA)”, approved and funded by the Education, Audiovisual and Culture Executive Agency (EACEA); and
b. The UP Manila is a recognized partner institution, which shall coordinate, together with the UM2ST towards the achievement of the objectives of the consortium agreement.

Operation of the Project:

The UM2ST and the UP Manila shall coordinate for the following general objectives:

a. Contribute to the mutual enrichment of societies by developing the qualifications of men and women so that they possess appropriate skills, particularly as regards the labor market, and are open-minded and internationally experienced;
b. Promote mobility for students, researchers and academics from Third World countries, especially from vulnerable groups, selected on the basis of academic excellence, to obtain qualifications and/or experience in the European Union; and
c. Contribute towards the development of human resources and the international co-operation capacity of higher education institutions in Third World countries through increased mobility streams between European Union and Third World countries in accordance with the principles of equal opportunities and non-discrimination.

Statement from the Office of the Vice President for Legal Affairs (OVPLA): The UP Manila Legal Office has reviewed the Consortium Agreement and has favorably endorsed the same for signature of the Chancellor. The MOA appears to be in order and is in accordance with similar agreements of the University on the same subject matter. The OVPLA recommends the same to the Board of Regents for its confirmation

Effectivity: Effective upon signing of the Contract but shall have a retroactive effect from the date of the decision of acceptance from the Education, Audiovisual and Culture Executive Agency (EACEA) and will cover the period up to 14 July 2014.
Memorandum of Agreement between the University of the Philippines Manila-National Institutes of Health-Institute of Human Genetics and the Genzyme Corporation

Project: Genetic Testing Services and Hosting of Two (2) University Employees at Santa Fe, New Mexico (to provide a greater understanding of the work performed at the Genzyme Genetics and the technologies utilized by the Genzyme Genetics in its reproductive testing business)

Implementing Units:
Office of the Vice Chancellor for Administration
Office of the Vice Chancellor for Research
National Institutes of Health-Institute of Human Genetics

Project Proposal:

The University intends to establish a Master of Science Degree Program in the field of Genetic Counselling with Dr. Carmencita Padilla’s interest to increase the availability of genetic testing and genetic counselling in the Philippines. Genzyme will provide certain genetic testing services on patients samples sent to Genzyme from the Philippines through the University’s National Institutes of Health. The specific testing services to be provided and the fees schedule for the test menu have been attached to the Agreement.

Statement from the Office of the Vice President for Legal Affairs (OVPLA): The UP Manila Legal Office has reviewed the MOA and found it to be in order. The OVPLA concurs with the opinion of the UP Manila Legal Office that the said MOA appears to be in order and in accordance with similar agreements of the University on the same subject matter.

Effectivity: The Agreement will begin on the effective date and will remain in effect for one (1) year.

Contract of Affiliation between the University of the Philippines Manila and the Manila Health Department (MHD)

Project: Affiliation and Training of UP Manila Nursing Students

Implementing Units:
Office of the Vice Chancellor for Academic Affairs
Office of the Dean, College of Nursing

Particulars:

**Covenant of the MHD:**

a. The MHD shall allow the student of affiliates to use its training facilities for training purposes;
b. The MHD, judging where the student-affiliates could be trained effectively, shall determine the areas of assignment and the number of student-affiliates to be assigned per area;
c. The MHD may require the student-affiliates to wear proper uniforms, sign attendance sheets, accomplish forms, submit reports, and perform such other duties and responsibilities, which the MHD may deem necessary for the proper and effective monitoring of the students’ attendance, behavior, and performance, and in general, for the effective and efficient implementation of the program;

d. The MHD shall not, in any way, be responsible and/or liable for any injuries or death caused upon third persons or the affiliate, or damage to property of the MHD any third party/patient or affiliate himself/herself arising from or in connection with the performance by the affiliate or his/her obligations under the contract, when it is shown that the clinical faculty assigned to the student affiliate has failed to exercise proper supervision and monitoring of students; and

e. The MHD authorities can cancel the affiliation privilege of the UPMCN or its student-affiliates who have not complied with the affiliation requirements or have violated rules and regulations set forth by the MHD.

**Covenant of the UP Manila College of Nursing:**

a. Design, formulate and prepare a training program in the field of Nursing to be used for the training of the student affiliates subject of the Contract;

b. Pay or replace with the same kind and brand any damage and/or loss of the MHD property, equipment and supplies due to the fault or negligence on the part of the student-affiliates;

c. Ensure that the student-affiliates observe and abide by the MHD policies, rules and regulations and that professional discipline is maintained at all times;

d. Ensure that no student-affiliates will be allowed to report to the health center or lying-in clinic without the presence of the clinical instructor or training coordinator. A health center physician or nurse may not act as substitute; and

e. Attend conferences called by the MHD for the proper implementation, evaluation, and improvement of the program.

**Statement from the Office of the Vice President for Legal Affairs (OVPLA):** The UP Manila Legal Office has reviewed the terms and conditions of the Agreement and appears to be in order and in accordance with similar agreements of the University on the same subject matter.

The OVPLA, finding the terms and conditions of the contract to be in order, recommends the same to the Board of Regents for its confirmation.

**Effectivity:** April 2011 to March 2012

**Date notarized:** 27 June 2011

**Board action:** CONFIRMATION.

**Memorandum of Agreement between the University of the Philippines Manila and the PHAREX HealthCorp**

**Project:** PHAREX Community MD Program

**Implementing Unit:** Office of the Vice Chancellor for Academic Affairs

**Operation of the Project:**

The PHAREX Community MD Program will be a five (5)-year medical education scholarship to qualified students from the “ladderized” program of the University of the Philippines Manila, School of Health Sciences in Palo, Leyte who wish to take up the medical course.

PHAREX and the UP Manila have agreed for a joint effort to produce medical doctors coming from the areas of Antique, Sarangani Province, Rizal, Camarines Sur, and Zamboanga who shall assist in the continual seeking of ways and means to address the health problems in their respective localities.
Statement from the Office of the Vice President for Legal Affairs (OVPLA): The Agreement has already passed legal review by the UP Manila Legal Office, finding the same to be legally and substantially in order and in accordance with similar agreements of the University on the same subject matter. The OVPLA recommends the same to the Board of Regents for its confirmation.

Effectivity: Effective on the day the MOA shall have been signed by the representatives of the parties and shall continue until completion of the Medicine Program. The program shall commence on 10 January 2011 to 31 December 2011.

Date notarized: 24 May 2011

Board action: CONFIRMATION.

UP Los Baños

Memorandum of Understanding for Institutional Cooperation between the University of the Philippines Los Baños and the ASEAN Foundation (AF)

Particulars:

a. The AF and the UPLB agreed to collaborate on mutually agreed upon areas of interest to further achieve its mission and objectives;

b. Both parties agreed to develop and implement joint partnerships with regard to capacity-building initiatives and other forms of activities that will benefit key sectors in the region and eventually contribute to building the ASEAN community; and

c. The Parties agreed to execute specific agreements necessary to carry out the foregoing collaborative work and partnerships.

Statement from the Office of the Vice President for Legal Affairs (OVPLA): The MOU was reviewed by the Office of the Vice President for Legal Affairs and found the terms and conditions to be in order.

Date signed: 1 June 2011

Board action: CONFIRMATION.
ADMINISTRATIVE MATTERS

The President endorsed the following:

Request for Waiver of Sabbatical Rule in Favor of Dr. ZOSIMO E. LEE, Professor of Philosophy, College of Social Sciences and Philosophy, UP Diliman

The Philippine-American Educational Foundation (PAEF) has nominated Dr. Zosimo E. Lee a Fulbright Senior Scholar and grant to spend the Fall semester (September to December 2011) as a visiting scholar at the Department of Philosophy at Harvard University.

Dr. Lee is presently on Sabbatical until October 2011. The rule on Sabbatical stipulates that “the faculty member shall report back for service to the University immediately after his work.” Dr. Lee is requesting for a waiver of the pertinent Sabbatical rule to enable him to stay till end of December 2011 to finish the grant period as a visiting scholar at Harvard University.

The two months, November and December 2011, can be covered by his leave credits. Dr. Lee shall return to service in January 2012.

Board action: APPROVAL.

Request for Temporary Waiver of Faculty Tenure Rule in Favor of Dr. MARYSIA RECTO, Associate Professor 1, and Dr. ANNA LISA ONG-LIM, Associate Professor 3, College of Medicine, UP Manila, Effective 1 June 2011 until 30 May 2012

The paper of Dr. Recto, entitled “Prevalence of Chronic and Prolonged Poliovirus Excretion among Persons with Primary Immune Deficiency Disorders in the Philippines”, has been accepted for publication and will be printed within the year.

On the other hand, Dr. Ong-Lim’s paper, entitled, Novel a/HINI Influenza: Review and Relevance in the Philippine Pediatric Context”, has been published, with the certification from the Philippine Journal of Pediatrics that this is a peer-reviewed journal.

Board action: APPROVAL.

Appointment of Faculty

Note: These proposed appointments have gone through the standard University peer-review process from the Department to the College, the Constituent Universities concerned, and the University System. In cases where there was doubt about the process followed or about the fairness of the recommendations, the papers were returned to the unit concerned for review and recommendations.

Transfer to Permanent Status

UP Diliman

Asst. Prof. SUSAN JANETTE G. EALDAMA as Assistant Professor 2 (Salary Grade 19-1), College of Education, effective upon approval

UP Manila

Asst. Prof. KIMBERLY B. BENJAMIN as Assistant Professor 1 (Salary Grade 18-1), College of Arts and Sciences, effective upon approval
Assoc. Prof. FRANCISCO S. CHUNG, JR., as Associate Professor 2 (Salary Grade 22-5), College of Medicine, effective upon approval

Assoc. Prof. SALVADOR BENJAMIN D. VISTA as Associate Professor 2 (part-time) (Salary Grade 22-4), College of Medicine, effective upon approval

UP Visayas

Asst. Prof. ERVINA A. ESPINA as Assistant Professor 4 (Salary Grade 20-1), UP Visayas Tacloban College, effective upon approval

UP Mindanao

Asst. Prof. TEODY BOYLIE R. PEREZ as Assistant Professor 6 (Salary Grade 21-3), Department of Humanities, effective upon approval

Transfer to Full-Time Status

UP Manila

Dr. LULU C. BRAVO as Professor 12 (Salary Grade 29-8), College of Medicine, effective upon approval
Dr. CLARITA C. MAAÑO as Professor 11 (Salary Grade 29-8), College of Medicine, effective upon approval

Extension of Appointment Beyond Compulsory Retirement Age of 65

UP Diliman

Assoc. Prof. NENITA M. DAYRIT, Associate Professor 3 (Salary Grade 23-5), UP Diliman Extension Program in Pampanga, effective 1 August 2011 until 31 May 2012
Prof. HELEN E. LOPEZ, Professor 12 (Salary Grade 29-8), College of Arts and Letters, effective 1 June 2011 until 31 May 2012
Assoc. Prof. IRMA U. PENEFRA, Associate Professor 6 (Salary Grade 25-4), College of Social Sciences and Philosophy, effective 1 June 2011 until 31 May 2012
Prof. ROSITA C. TADENA, Professor 6 (Salary Grade 27-8), UP Integrated School, College of Education, effective 13 September 2011 until 31 May 2012

Original Appointment Beyond Compulsory Retirement Age of 65

UP Diliman

Prof. ELEANOR A. MALICDEM as Professorial Lecturer 1, College of Home Economics, effective 1 June 2011 until 31 May 2012
Prof. EDUARDO R. MENDOZA as Adjunct Professor, College of Engineering, without compensation, effective 1 June 2011 until 31 May 2012
Prof. CARMELO V. SISON as Professorial Lecturer 5, College of Law, effective 17 July 2011 until 31 May 2012
Renewal of Appointment Beyond Compulsory Retirement Age of 65

UP Diliman

Prof. CONSOLACION R. ALARAS as Professorial Lecturer 5, College of Arts and Letters, effective 1 June 2011 until 31 May 2012
Prof. SUSAN S. NAVARRO as Senior Lecturer 3, School of Economics, effective 1 June 2011 until 31 May 2012

UP Visayas

Prof. OFELIA T. PACETE as Senior Lecturer 3, College of Management, effective 1 July 2011 until 31 October 2011
Prof. LORENZA B. PADOJINOG as Professorial Lecturer 3, College of Management, effective 1 July 2011 until 31 October 2011

Reappointment Beyond Compulsory Retirement Age of 65

UP Visayas

Prof. MANUEL B. TINGZON, Jr., as Senior Lecturer 1, College of Management, effective 1 June 2011 until 31 October 2011

Faculty Case

Appeal to the Honorable Board of Regents of the Decision of the Office of the President in the case of DEAN JUAN AMOR PALAFOX (ADT CASE NO. UPD 2004-009)

STATEMENT OF THE CASE

This refers to the appeal of Dean Juan Amor Palafox on the Decision of the Office of the President, dated 09 February 2011, for grave misconduct, dishonesty and conduct prejudicial to the best interest of the service. The dispositive portion of the appealed decision states that:

“WHEREFORE, in view of the foregoing, this Office affirms the Decision of the Office of the Chancellor, dated 07 April 2008, and finds Respondent-Appellant guilty of Grave Misconduct and Dishonesty, punishable under Sections 52.A(3) and 52.A(1), respectively, of Civil Service Commission Memorandum Circular No. 19, s. 1999, because his illegal act was attended with the elements of corruption, clear intent to violate the law or flagrant disregard of established rule. The corresponding penalty of DISMISSAL FROM SERVICE is accordingly imposed upon Respondent-Appellant.”

FACTS OF THE CASE

This is an administrative case for grave misconduct, dishonesty and conduct prejudicial to the best interest of the service filed against Juan Amor F. Palafox, Dean of the University of the Philippines-School of Labor and Industrial Relations (UP-SOLAIR), for the alleged unauthorized execution of a research contract with the United States Department of Labor (US-DOL), entitled, “Extent of Compliance with International Core Labor Standards in Select Countries in Asia, Middle East and Europe” (ICLS).

Appellant allegedly committed the following acts:

1. Entering into a contract with the US-DOL for the ICLS project without the required authority from the University;
2. Entering into a contract with the US-DOL for the ICLS project without the knowledge of and/or consultation with the faculty of the UP-SOLAIR;
3. Illegal creation of a “Tri-center”;
4. Illegal handling of research funds;
5. Non-transparency in the handling of the research funding; and
6. Denigrating and insulting the faculty of SOLAIR through above acts.

On 24 June 2004, the Chancellor of UP Diliman issued the formal charges against Appellant, together with a preventive suspension for a period of ninety (90) days and/or duration of the ADT hearing. The Formal Charge finds that there are grounds to believe that Appellant has violated the Uniform Rules on Administrative Cases and is probably guilty of:

“a. GRAVE MISCONDUCT, under Section 52 A(3), committed as follows:

(1) For failing to exercise transparency and collegiality in failing to inform and secure support from the UP-SOLAIR faculty with regard to the US-DOL institutional research project;

(2) For using Respondent’s official positions as Dean of the UP-SOLAIR and as Executive Director of CLEARED, INC., Inc., to illegally execute and sign for and in behalf of the UP-SOLAIR (in violation of the BOR-approved Delineation of Authority, which reserves to the Chancellor this power to enter into contracts, binding upon the UP Diliman) and the CLEARED, INC. Inc.’s (without having secured prior authorization from the Board of Trustees), the US-DOL institutional research project;

(3) For using his positions as Dean and as Executive Director of CLEARED, INC, to require all Research and Extension Personnel/Staff of the three research and extension centers of SOLAIR under his “TRI-CENTER” scheme to render work on official time for said research project wherein he had a clear conflict of interest having personal pecuniary interests to protect and to promote as proponent and project leader of the same;

b. DISHONESTY, under Section 52 A (1), committed as follows:

(1) For misrepresenting that Respondent had the authority to bind the UP-SOLAIR as Dean and the CLEARED, INC., Inc., as Executive Director in said Agreements;

(2) For misrepresenting that the CLEARED, INC., Inc., was a valid payment address and/or payee for institutional research projects of the UP-SOLAIR as evidenced by the US-DOL and Friedrich-Ebert-Stiftung research agreements;

c. CONDUCT PREJUDICIAL TO THE BEST INTEREST OF THE SERVICE, under Section 52 A (20), committed as follows:

(1) For excessive use of official time and official travel notwithstanding the “privatization” of the research funds due from what should have been institutional research projects;

(2) For causing demoralization and tension among faculty and staff of the UP-SOLAIR when, upon knowing that a formal complaint had been filed had been against him, he issued verbal threats to the effect that he would take the college down with him should he be charged and other acts of a similar tenor.”

(Formal Charge, 24 June 2004, pp. 1-2)

For his defense, appellant maintained the following:

1. That he signed the agreement in his dual capacity as Executive Director of the CLEARED, INC., Inc., and also, as Dean of the UP-SOLAIR, in good faith, to show the linkage between the two institutions and facilitate fund releases. He also claimed that this was done with the knowledge and permission of Mr. Everett Murtagh (“Murtagh”), the Grant Officer’s Technical Representative for the ICLS project. Respondent further insisted that this intertwining of identities between the UP-SOLAIR and the CLEARED, INC., Inc. and their heads was a devolved practice in SOLAIR;
2. That, as regards his failure to consult with the faculty of the UP-SOLAIR about the project, respondent insisted that there was no written rule that required that research grants were to be presented and discussed with the faculty before these could be approved;

3. That, as to the charge of illegally creating the “Tri-center”, he asserted that such was just a name and not intended to place the REPS under his control, and that he did not stand to gain and/or personally benefit from the project funds.

The Administrative Disciplinary Tribunal (ADT) found respondent Palafox guilty of Grave Misconduct and Dishonesty, with no mitigating circumstances attendant to the offense, and recommended that respondent be meted out the penalty of dismissal from service, hence:

“VI. SUMMARY AND CONCLUSIONS

“A. On the Charge of Grave Misconduct:

“All three of the alleged misdeeds of Respondent under the charge of Grave Misconduct could be considered as contributing toward the main charge and should be taken altogether. The main charge is that of illegally executing the contract, while the two other charges refer to additional acts that reinforce or support the main charge.

Evidence has shown that Respondent cannot be considered as having committed Grave Misconduct simply by failing to observe transparency and collegiality in securing support for the ICLS project, or for requiring all the REPS to render work in the project where he had personal pecuniary interest. While it has been well established that, indeed, Respondent did not observe collegiality and transparency in pursuing and implementing the project by failing to officially inform and formally involve (in whatever capacity) the faculty members, there is no University policy or rule that he has violated. At worst, his failure to uphold these academic traditions may be regarded as a weakness in his leadership and administrative skills.

“The charges of using his office to restructure the three centers into a Tri-Center and requiring all the REPS to work on the ICLS project and travel on official time were not substantiated by the evidence either. The pecuniary interest of the Respondent was demonstrated, but hardly anything was presented to support the allegation of a Tri-Center restructuring. The allegation that the REPS were required to work on the project was disproved by the testimony of the REPS, two of whom testified that their participation was voluntary while none reported any form of compulsion. Rather, it was obvious that the REPS were quite unlikely to pass up the attractive features and perks of the ICLS project. Thus, compulsion or moral suasion was hardly necessary.

“On the main charge, the ADT found the Respondent guilty of the act of illegally executing and signing for and in behalf of the UP-SOLAIR for which he had no authority. The circumstances of the case showed that he could not have done this without using his dual positions as Dean of the UP-SOLAIR and Executive Director of the CLEARED, INC., Inc. By signing the agreement, the Respondent violated an important and long standing policy of the University on the delineation of authority on signing contracts and agreements with external parties. This is a policy that has been well publicized, explicitly provided in University official documents, and repeated in Memoranda issued by three UP Diliman Chancellors. This policy authorizes only the Chancellor or the President, depending on the contract, to enter into any contract committing the University to specific responsibilities. The Office of the University Secretary and the Board of Regents has certified that no such authority was requested by or given to Respondent Palafox.

“The crux of the controversy was the nature of the ICLS agreement. Was it an institutional contract entered into by the UP-SOLAIR as an academic unit of the UP, and which, therefore, required the authorization and consent of the Chancellor as the only authorized signatory to any official contract of any unit of the University? Or was it, as claimed by the Respondent, a contract of the CLEARED, INC., Inc., their private foundation, and the UP-SOLAIR was named in the agreement merely to show the “intertwining” (Respondent’s term) of the two institutions? If the latter were the case, then the charge of violation of University policies, rules and regulations would not hold water. Or was it, perhaps, a personal contract allowed under the Limited
Practice of the Profession (LPP), and which, therefore, would have allowed Dean Palafox to sign it as a contract personal to him, but which would not have allowed him, and the REPS he mobilized, to use office hours?

“Very strong evidence converged to prove that the contract was that of the UP-SOLAIR’s. Among others, all the documents explicitly and clearly so stated and demonstrated that this was the intent and the understanding of the U.S. DOL, the contracting party and the Grantor of the Research Project. The body of the agreement is replete with references to the UP-SOLAIR or the University as the beneficiary and the party responsible for the execution of the agreement. Various email communication from the US-DOL to the Chancellor persuasively demonstrate that the US-DOL intended and understood the agreement to be between UP-DOL and UP-SOLAIR.

“While there were also allegations that Respondent likewise, did not secure the authority of CLEARED, INC. to enter into said contract, the ADT did not pursue the legal implications of this since the CLEARED, INC. is a private foundation. If anything, the significance of the allegation of the lack of authority given by the Board of Trustees of CLEARED, INC. to Respondent was to cast serious doubt and further weaken the Respondent’s claim that the ICLS was a contract of CLEARED, INC..

“The Respondent has further argued that he executed the agreement in good faith, in the belief that such an act merely followed devolved practice in UP-SOLAIR. It is a well-established tenet that the defense of existing precedents and “good faith” cannot be invoked when the claimed precedent is widely known to be violative of existing rules. In any case, the comparable SOLAIR agreements presented to the ADT by both Complainants and Respondent did not convincingly demonstrate such “practice”.

“B. On the Charge of Dishonesty

“Respondent was also charged with Dishonesty, for allegedly misrepresenting that the CLEARED, INC. was a valid payment address and/or payee for institutional research projects of UP COLAIR as evidenced by the UP-DOL and Friedrich Egbert Stiftung research agreements, and misrepresenting that he had the authority to bind UP-SOLAIR as Dean and as Executive Director of CLEARED, INC. in said agreements. Respondent was found by the ADT to have been guilty of dishonesty which also carried with it the penalty of dismissal (Sec. 52, Paragraph A-1, Uniform Rules on Administrative Cases of the Civil Service Commission)

“Both acts of dishonesty were considered by the ADT as indispensable to committing the umbrella offense of illegally executing the contract, without which he would not have been able to successfully consummate and implement the project. They were considered by the ADT as part and parcel of the offense of illegal execution of the ICLS contract. Moreover, grave misconduct, considered as the major offense, already carries with it the severe penalty of dismissal from office. (Uniform Rules on Administrative cases, Section 52, Classification of Offenses, Paragraph A, 3)

“Evidence was also presented to prove that the Respondent did not seek the authorization of the CLEARED, INC. Board of Trustees to sign the agreement in behalf of CLEARED, INC., notwithstanding the financial magnitude of the agreement and his responsibility as the Executive Director of CLEARED, INC. Without dwelling on the impact on CLEARED, INC. and its concerns, the ADT finds this to be further indicative of the intent of the Respondent to illegally execute the agreement.

“C. On Conduct Prejudicial to the Best Interest of the Service

“The other charges filed against the Respondent was that of Conduct Prejudicial to the Best Interest of the Service: 1) arising from the excessive use of official time, and 2) official travel notwithstanding the privatization of the research funds, and causing demoralization and tension among the faculty and staff of SOLAIR by issuing verbal threats and committing other acts of a similar tenor. Having been discussed in detail in this Report, suffice it to say that the ADT found the evidence presented inadequate to substantiate the charges.
“The charges against Respondent, Dean Juan Amor Palafox arose from acts which were proven to have violated well-established University policies and rules, as well as acts which, although reprehensible, had not contravened any written and explicit policy or regulation.

“Thus, while the ADT cannot find the Respondent guilty for actuations which, while they deviated from well accepted and time honored principles are not punishable under any existing written policy or directive, the ADT nevertheless registers its dismay over the Respondent’s cavalier treatment of the principles of collegiality and transparency. Had the rest of the faculty and the Chancellor been informed early on, of the ongoing projects, corrective measures could have been undertaken, possibly a ratification by the Chancellor and approval of the transfer of funds to the University to which it legally belongs for its management. If, indeed, the Respondent had only the interest of SOLAIR in mind, and genuinely believed that his acts were anyway common practice in SOLAIR, a collegial discussion should not have been avoided. In fact, it would have been easiest thing to do. As it is, SOLAIR and the University must now suffer the grievous consequences of this controversy.

“On the other hand, the willful violation by the Respondent of policies that are written, well-established and have been reiterated by each new Chancellor leaves little choice to the ADT but to consider him guilty of grave offenses. The gravity of the offenses may be gauged by the serious consequences to SOLAIR and the University of the illegally executed contract. The collaborator in this project is the U.S. Department of Labor which has many common interests with SOLAIR, and hence, offers the potential for a longer-term collaboration. The opportunities for research support and financial assistance from this relationship should not be underestimated. The size of the ICLS grant ($96,650) and the international coverage of the project are surely indicative of the potential that has now been endangered, if not already lost. Not the least among the possible consequences are the repercussions to future collative efforts between the US government and the University in general, and the damage done to the reputation of UP.

“...In view of the circumstances surrounding the case, and in light of the findings of fact and of law on the charges filed against him, the Respondent, Dean Juan Amor Palafox, is hereby found guilty of Grave Misconduct and Dishonesty. Since no mitigating circumstances were attendant in the commission of the offense, the ADT recommends that Respondent be meted out the penalty for such offense which is dismissal from service (Uniform Rules on Administrative Cases, Section 52, Classification of Offenses, Paragraph A 3).”

(Formal Investigation Report, Administrative Disciplinary Tribunal, pp. 60-65)

On 20 April 2005, the Office of the Chancellor issued a resolution adopting in toto the findings of the ADT and approved the latter’s recommendations finding respondent guilty of the offenses of Grave Misconduct and Dishonesty, and meting out the penalty of dismissal from service.

On 26 April 2005, appellant filed his Appeal Ex Abundante Cautela, raising the following issues:

a. The Chancellor acted without jurisdiction, in terminating the respondent, as the Chancellor has no power to remove respondent from office. Under Section 6(e) of the Act 1870, the power to remove faculty members for cause is vested in the Board of Regents;

b. The Chancellor acted with grave abuse of discretion amounting to lack of jurisdiction in removing respondent without due process. The Decision, dated 20 April 2005, failed to inform respondent of the facts on which it was based, and completely ignored the evidence submitted by respondent in his defense;

c. The Decision completely ignored the issue of jurisdiction raised by respondent. The documents furnished by the Honorable Tribunal to the Respondent and counsel shows no specific statute or rule which authorizes the UP Diliman Chancellor to issue the formal charge against Respondent and to appoint the members of the Honorable ADT to investigate the same.

In his comment dated 16 June 2005, the Chancellor argues that:

a. The BOR has delegated to the UP its administrative power to discipline erring employees of the University during its 704th BOR Meeting on 11 January 1963. Upon the reorganization of the UP Diliman as a
constituent University in 1983, and by virtue of Executive Order No. 1, this administrative power to discipline has been further delegated to the UP Chancellor;

b. The respondent already waived his objection to the jurisdiction of the ADT by submitting himself to it, praying for affirmative defenses and failing to raise the objection at the earliest possible time; and

c. There was faithful compliance with administrative due process when respondent was given a copy of the formal charge and notices on the conduct of the proceedings/hearings. In fact, respondent filed his counter-affidavit and other supporting documents to present his defense. Further, respondent is not entitled to be furnished a copy of the report and recommendation of the ADT. What respondent was entitled to was a copy of the Decision of the UP Chancellor which he has been duly furnished.

On 31 January 2008, the Office of the President issued an Order stating, thus:

“xxx We find the Office of the Chancellor imbued with power to acquire jurisdiction and to decide on administrative cases filed against academic and administrative personnel of its constituent university, and ultimately mete out penalties, including that of dismissal from service. Xxx xxx It is clear, that to effectively carry out the BOR’s general power to appoint and remove employees, it had to promulgate or prescribe disciplinary rules of procedure, including appeals procedure with the BOR as the final arbiter. Surely, the BOR cannot be expected to be the trier of facts, as Respondent would like to suggest. Pursuant to the prescribed disciplinary rules of procedure, the Office of the Chancellor has the jurisdiction to decide on this case. The ADT was created by the Office of the Chancellor for the purpose of hearing the case and rendering a report and its recommendations thereto. Its function as a fact-finding/investigating body is necessary for the determination of the Office of the Chancellor of its findings in a case brought before it. Xxx xxx As to the Respondent’s claim that the Chancellor failed to comply with the basic requirements of due process for not specifically stating his findings of fact and the law on which his decision is based, we find the same meritorious. Xxx xxx While the Chancellor is correct that there is no obligation to furnish Respondent with a copy of the Report, he is, however, required to inform Respondent of the basis of the findings, which led to the decision and the imposition of the concomitant penalty in compliance with the due process requirement of notice. Xxx xxx After a perusal of the voluminous records of the case, we note the gravity of the allegations and the complexity of the issues involved. On the basis of this alone, respondent is entitled to be properly apprised of the findings of fact and the conclusions arrived at in order to afford him his right to due process.

WHEREFORE, in view of the foregoing, the UP Diliman Chancellor is directed to issue a Decision, which expresses clearly his findings of fact and the law on which it is based, within fifteen (15) days, or in the alternative, to furnish Respondent a copy of his Order, dated 20 April 2005, together with the Report and Recommendation of the Hearing Committee, within five days from receipt of this Order and to make a report to this Office within the same period.

Respondent is given a period of fifteen (15) days from receipt of the Hearing Committee’s Report within which to file his Appeal Memorandum. xxx” (Order, pp. 5, 7,8-9, 31 January 2008)

Appellant Palafox filed a Motion for Reconsideration, dated 18 February 2008, containing his arguments summed up as follows:

1. The power to appoint and remove faculty members having been vested by the Legislature on the Board, it cannot be delegated by the Board, especially, since it is not a ministerial, but a discretionary power;
2. Assuming, for the sake of argument, that the power to remove may be delegated, the said power has been delegated to the President, and not the Chancellor;
3. Since there was a finding that the Decision of the Chancellor had denied respondent of due process, the Decision, dated 20 April 2005, should have been annulled and set aside; and
4. Since the case has dragged on for an unreasonable period of time, it should be dismissed on the ground of violation of the right to speedy justice.

Denying appellant Palafox’s Motion for Reconsideration, dated 18 February 2008, the Office of the President issued a Resolution, dated 25 April 2008, which makes the following conclusions, hence:
“xxx E.O. No. 1 is not a delegation of power by the President. The delineation being made by E.O. No. 1 is obviously an implementing guideline to ensure the autonomy of each constituent university is respected and implemented. Such autonomy has been given to each constituent university by the BOR pursuant to its power to prescribe its own rules of governance as delegated by the Legislature.xxx

Second. Regardless of the autonomy of each constituent university, the President still has the penultimate say in relation to the case decided by the Chancellor. xxx

Finally, with the appeal filed by respondent Palafox, this case is now within the jurisdiction of the Office of the President, making respondent Palafox’ objections moot and academic.xxx

As to the issue of the Respondent Palafox being denied of due process, Respondent claims that the Decision, dated 20 April 2005, should have been annulled and set aside.xxx

It has been held in a long line of cases that technical rules of procedure are generally relaxed in the conduct and/or disposition of administrative cases. xxx

Further, as the instant case involves a matter that is of great concern in the University, this Office deemed it most proper and most prudent to render a decision on the merits of the case, and not on mere technicality. xxx

Finally, Respondent claims that the case should be dismissed, considering the failure to resolve the same within the period of thirty days from submission.

Suffice it to say that the instant case has yet to be submitted for decision, considering that the last pleading for the case is yet to be filed. Likewise, as mentioned in the Order of 31 January 2008, the present case involves volumes of documents and transcripts, which require thorough examination by this Office. Furthermore, the case is not the only case for resolution before this Office, and not the only one with voluminous documentation that needs to be thoroughly reviewed.

WHEREFORE, premises considered, Respondent Palafox’s Motion for Reconsideration is DENIED. Respondent Palafox is given fifteen (15) days from the receipt of the supplemental decision to be filed by the Office of the Chancellor within which to file his appeal thereto. xxx” (Resolution, April 25, 2008, pp. 4-6)

In a Motion, dated 18 February 2008, the Chancellor, while vigorously arguing that his Decision was not “minute” and that it clearly stated the facts, and the substantial evidence on record which support said facts, opted to comply with this Office’s Order by filing a Supplemental Decision expounding on the facts and the law on which he had based his earlier Decision. The Chancellor, however, requested for an additional period of thirty (30) days within which to issue said Supplemental Decision.

In his Supplemental Decision, dated 07 April 2008, the Chancellor found respondent Palafox guilty of Grave Misconduct and Dishonesty, and in support thereof, he stated the following:

“The evidence clearly established the following:

1) Respondent signed the Agreement in a dual capacity as Dean of the UP-SOLAIR and as Executive Director of the CLEARED, INC., Inc. The provisions of, and signatories to, the Agreement clearly show that US-DOL intended the other party to the Agreement to be the University, and not the CLEARED, INC., Inc.
2) Respondent admitted that he had signed the Agreement as Dean of the UP-SOLAIR and allowed US-DOL representative Mr. Murtagh to believe that the CLEARED, INC., Inc. was a valid payee for the funds released for said project.
3) Mr. Murtagh, upon being informed of the complaint filed against Respondent, requested from the Chancellor that the University assume responsibility for the ICLS Project. This shows that the US-DOL intended its contract partner to be the University, and not the CLEARED, INC., Inc. nor Respondent in his personal capacity.
4) The REPS who worked on the ICLS Project admitted that they logged all their work on the ICLS Project as having been done on official time and as official travel. This further shows that the ICLS Project was institutional in nature.
5) Majority of the faculty (Complainants herein) only belatedly learned of the existence of the ICLS Project.
6) The CLEARED, INC., Inc.’s Board of Trustees was not fully aware of the ICLS Project.
7) Through the years, University Presidents and Chancellors have issued several memoranda expressly prohibiting persons – other than the University President and/or the Chancellor under the Delineation of Authority approved by the Board of Regents – from signing contracts in the name of the University.

“These show that Respondent, on behalf of the University, signed the Agreement – which was institutional in nature – even though he was fully aware that he was not authorized to do so (since the University President and Chancellors were the only persons authorized to sign such agreements). There is, thus, substantial evidence to prove the first count of the first charge (Grave Misconduct). However, there is insufficient evidence to prove the second and third counts of the first charge (Grave Misconduct).

“To accomplish the above act, Respondent misrepresented to the US-DOL that he was authorized to execute the Agreement on behalf of the University (when in truth, he had no such authority). There is, thus, substantial evidence to prove the first count of the second charge (Dishonesty).

“And to conceal the above act, Respondent further misrepresented to the US-DOL that the CLEARED, INC., Inc. was a valid payment address or payee of the University (when in truth, the University had never authorized such an arrangement). There is, thus, substantial evidence to prove the second count of the second charge (Dishonesty).

“Finally, there is insufficient basis and evidence to prove either of the two counts of the third charge (Conduct Prejudicial to the Best Interest of the Service).

“WHEREFORE, Respondent Dean Juan Amor F. Palafox is hereby found GUILTY of Grave Misconduct and Dishonesty, punishable under Sections 52.A(3) and 52.A(1), respectively, of Civil Service Commission Memorandum Circular No. 19, s. 1999 (the Uniform Rules on Administrative Cases in the Civil Service). The corresponding penalty of DISMISSAL FROM THE SERVICE is accordingly imposed upon Respondent.

“The charge against Respondent for Conduct Prejudicial to the Best Interest of the Service, as punished under Section 52.A (20) of CSC MC No. 19, s. 1999, is hereby DISMISSED.

“SO ORDERED.” (Supplemental Decision dated 07 April 2008, 37-39)

In his Appeal Ex Abundante Cautela to the Office of the President, dated 11 June 2008, appellant prayed for the dismissal of all the charges against him on the following grounds:

“xxx I. THE CASE SHOULD BE DISMISSED FOR VIOLATION OF RESPONDENT-APPELLANT’S RIGHT TO SPEEDY JUSTICE.

“xxx The delay of over three (3) years to issue the decision in this administrative case is vexatious, capricious and oppressive. The delay has been caused by the failure of the Chancellor below to follow the basic tenets of due process. There has been no valid reason stated for such failure to follow such basic constitutional mandate. Even after he was directed to rectify his error, it took him several months to comply with the same without any justifiable reason.

“xxx II. The DECISION IS WITHOUT MERIT.

“A. Respondent-Appellant is not guilty of Grave Misconduct in signing the US-DOL Agreement.

“xxx The findings of the Supplemental Decision establish that Respondent-Appellant acted in good faith and there was no clear evidence to show that he had a clear intent to violate the rule.

“B. Respondent is not guilty of Dishonesty

“xxx The Decision ignores the fact of record that it was the US-DOL representative who suggested the arrangement to Respondent-Appellant and that Respondent-Appellant, acting in good faith and in the honest
belief that the arrangement would benefit the UP-SOLAIR and was in conformity with existing practice, agreed to the same. Respondent-Appellant did not try to hid anything and even reported the project as an accomplishment of the UP-SOLAIR. XXX” (APPEAL EX ABUNDANTE CAUTELA, 11 June 2008, pp. 1-5)

In its Decision dated 09 February 2011, a copy of which was received on 02 March 2011, the Office of the President dismissed the appeal and affirmed the decision of the Office of the Chancellor.

Hence, this appeal with the Honorable Board of Regents.

**ISSUES FOR CONSIDERATION**

The issues raised on appeal are the same as those previously ventilated by the Respondent-Appellant with the Office of the President, thus:

a. Whether or not the appealed decision should be reversed for alleged violation of appellant’s right to speedy justice; and

b. Whether or not appellant is guilty of grave misconduct and dishonesty.

**COMMENTS**

There are no new issues, arguments and evidence in the appeal. Accordingly, we recommend that the Board of Regents affirm the decision of the President who, in turn, confirmed the earlier decision of the UP Diliman Chancellor.

The President, the Chancellor and the ADT are all correct in taking a common interpretation that the ICLS agreement is an institutional agreement.

As held in the decisions of the President and the Chancellor, the parties to the contract, the University of the Philippines and the U.S. Department of Labor, are clearly stated in the Notice of Award, Cooperative Agreement. The contracting parties are also indicated and described in other parts of said agreement.

Evidence discloses that the ICLS project was implemented as a UP-SOLAIR project, and not as a project of a private institution like the CLEARED, INC., Inc. For instance, the First Semestral Progress Report of the ICLS Project identifies the UP-SOLAIR as the “Implementer” of the project. The ICLS Project also relied on the resources of the University, such as the REPS, allowing the latter to work on official university time.

When the project collapsed, the US-DOL emailed the Chancellor to urge the “University to take on the responsibility for fulfilling the agreement” (See page 13, Decision dated April 7, 2008). Clearly, the US-DOL had been led to believe that the contracting party was really the University of the Philippines, and not the CLEARED, INC., Inc.

Evidently, the intended party of the contract and intended recipient of the grant is the UP-SOLAIR. Hence, the agreement is an institutional contract that cannot be entered into by Respondent-Appellant.

The issue, therefore, is whether or not Respondent-Appellant knew that he had no authority to bind the University to such a contract. His defense is “good faith”. According to him, entering into institutional contracts has been a devolved practice among previous deans of the UP-SOLAIR, so he naturally thought that there was nothing wrong or illegal with it.

We beg to disagree with Respondent-Appellant.

Respondent-Appellant was a former Director of the Human Resources Department Office (HRDO). As pointed out by the Chancellor, Respondent-Appellant could not claim ignorance to the directive pertaining to institutional contracts, since as head of HRDO, he was expected to be familiar with University policies, particularly regarding the authority to sign contracts. Respondent-Appellant himself admitted this, thus:
“Atty. La’O: But you’re aware of the delineation of authority di ba kasi nag HRDO director kayo nung panahon kay (sic) Chancellor (Referring to Chancellor Roman). You’re aware that there’s a delineation of authority that grants only the Chancellor and the President to bind the University, to sign the contract.

“Dean Palafox: Only by exposure, but the fact na na-submit ko, the fact that I was given Memos.

“Atty. La’O: There’s been 3 Memo? Even Emerlinda Roman noticed that during her term it was still being done by the various deans.

“Dean Palafox: 2201 yung e-mail na yun. I assumed the deanship 2002.

“Atty. La’O: But there were Memos from previous Chancellors warning the faculty and the deans that they’re not supposed to enter into any contract.

“Dean Palafox: I did not solely as dean kuno but rather as executive director of CLEARED, INC. I didn’t sign as solely dean of SOLAIR because I have no authority.”

Considering the foregoing, it is apparent that Respondent-Appellant knew very well that he had no authority to enter into an institutional contract. Hence, he entered the ICLS agreement, not in good faith, but with an awareness of his lack of authority to do so.

Respondent-Appellant’s act of entering into the ICLS agreement was not only a flagrant disregard of an established University Rule which renders him liable for Grave Misconduct, it is also clear that he concealed the truth of his lack of authority to sign said contract from US-DOL. Otherwise, had US-DOL knew that he had no authority to enter into such an agreement with it, then it would not have dealt with him in the first place, especially when it involved huge amounts of money. Respondent also convinced US-DOL that CLEARED, INC. was a valid payment address and payee for an institutional agreement. Otherwise, US-DOL would not have released the partial payment to CLEARED, INC. through the US Embassy. Therefore, respondent appellant is also guilty of DISHONESTY under Section 52.A(1) for knowingly misrepresenting himself to have the authority to enter into an institutional contract as well as misrepresenting to US-DOL that CLEARED, INC. was a valid payee for institutional projects.

As to his acts as executive director of CLEARED, INC., this is a matter that is beyond the jurisdiction of this Office, it being a private entity. Nevertheless, the alleged misrepresentation of CLEARED, INC. as a valid payment address may well have been ratified by CLEARED, INC. when it accepted the amount deposited by US-DOL.

Finally, on the matter of the Freidrich Egbert Stiftung Research Agreements (FES), the ADT categorically stated that the matter could no longer be further investigated, due to the difficulty of acquiring jurisdiction over the counterpart therein. Therefore, it cannot be subject of any further discussion.

Meanwhile, on the matter, appellant likewise argues that his case should be dismissed on the ground of his right to speedy justice. We are not persuaded.

As correctly held by the President, the constitutional provision on the speedy disposition of cases should be taken in light of the attending circumstances present in every case. It does not signify a total absence of delay. It is consistent with reasonable delay (Caballero v. Alfonso, Jr. 153 SCRA 153 [1987]). The right to speedy disposition of cases like the right to a speedy trial, is deemed violated only when the proceedings are attended by vexatious, capricious and oppressive delay (De la Pena v. Sandiganbayan, 360 SCRA 478), which is absent in this case. As mentioned in our Resolution dated 25 April 2008, thus:

“…the present case involved volumes of documents and transcripts, which require thorough examination by this Office. Furthermore, the case is not the only case for resolution before this office, and not the only one with voluminous documentation that needs to be thoroughly reviewed…” (Resolution, 25 April 2008, pp. 5-6)

In conclusion, it is recommended that the decision of the Office of the President be affirmed.

Board action: DEFERRED.
OTHER MATTERS

Request of President Alfredo E. Pascual for Authority to Travel to Seoul, Korea from 30 October to 4 November 2011 to Attend the Global Human Resources Forum and the 3rd EAP HR Forum 2011

The President requests permission to travel on official time to Seoul, Korea from 30 October to 4 November 2011 inclusive of travel time to attend the Global Human Resources Forum and the 3rd East Asia and Pacific (EAP) Human Resource (HR) Forum 2011 as per invitation from the World Bank Human Development Sector Unit, East Asia and Pacific Region.

The Korean Trust Fund, which the World Bank is managing, will finance all-travel related costs of the participant, including roundtrip economy class ticket, accommodation and subsistence. From UP, the President requests the usual pre-travel allowance, the actual cost of unsponsored meals, if any, and portion of the daily subsistence allowance (DSA) intended for incidentals, all to be taken from the UP International Linkages Fund.

The President would like to request payment of his salary during the period, use of official passport and exemption from payment of travel tax.

Board action: APPROVAL. The Board agreed to allow the President to upgrade from economy to business class.

ADMINISTRATIVE ISSUANCES

ADMINISTRATIVE ORDERS

Administrative Order No. PAEP 11-45: Creation of an Ad Hoc Committee to Establish and Reconcile Balances of UP System Administration Trust Fund as of 31 December 2010

The Ad Hoc Committee shall be composed of the following:

Chair: Prof. Noreen P. Escultura
        Director, System Budget Office

Co-Chair: Atty. Ma. Magdalene A. Tan
         Chief, System Accounting Office

Members: Ms. Susan C. Sanchez
         System Accounting Office

        Ms. Edna M. Sabado
        System Accounting Office

        Ms. Sherly M. Cabrera
        System Accounting Office

        Ms. Jennifer M. Tolentino
        System Accounting Office

        Ms. Leah B. Cenicio
        System Accounting Office
The Chair and Co-Chair of the Committee are authorized to designate resource persons and secretariat/support staff for the Committee.

Objectives of the Committee include:

a) To establish the correct balances of each trust account maintained by the UP System Administration as of 31 December 2010;
b) To reconcile the balances between the NGAS data database and the Subsidiary Ledger of each trust account as of 31 December 2010;
c) To determine which trust accounts are inactive and recommend appropriate actions to take to address the inactive accounts; and
d) To recommend appropriate measures to ensure that correct and reconciled balances for all trust funds are maintained.

The Chair, Co-Chair, members, resource persons, secretariat and support staff of the committee shall be granted honoraria consistent with the rates for Ad Hoc Committees (Level 2) as approved in the 1199th BOR meeting. The honoraria of the co-chair shall be the same as the chair.

All expenses of the Committee in the discharge of the tasks shall be charged against the budget allocated for it.

The Committee shall submit a report to the Officer of the Vice President for Planning and Finance on or before 31 August 2011.

5 July 2011

(Sgd.) ALFREDO E. PASCUAL
President

Administrative Order No. PAEP 11-44: Special Bids and Awards Committee (SBAC) for the UP Cebu South Road Property (SRP)

To:   Dr. Maragtas S.V. Amante, Vice President for Administration  
      Prof. Danilo L. Concepcion, Vice President for Legal Affairs  
      Prof. Anastacia B. Alvarez, Assistant Vice President for Administration  
      Prof. Teresita J. Rodriguez, Associate Dean for Administration (UP Cebu)  
      Prof. Nicolo Precioso del Castillo, College of Architecture (UP Diliman)

Please constitute yourselves into a Special Bids and Awards Committee (SBAC) for the University of the Philippines Cebu South Road Property (SRP), with Vice President Maragtas S.V. Amante as Chair and Assistant Vice President Anastasia B. Alvarez as Vice Chair.

On 24 March 2009, the City of Cebu, Through a Deed of Donation, conveyed the 51,372-sq.m. SRP in favour of the University of the Philippines, The Board of Regents, at its 1260th meeting on 24 September 2010, approved the UP Cebu Campus Land Use and Development Plans, which included that of the SRP Property.

The SBAC shall administer the prequalification and bidding process and recommend an award for the construction of the first building in the UP Cebu SRP Campus, in accordance with the UP Charter, the pertinent Deed of Donation, government procurement regulations, and applicable laws. The SBAC may secure other resource persons and support personnel as required.

The committee members, resource persons, secretariat and support staff shall be granted honoraria consistent with the rates for Ad Hoc Committees (Level 2) approved by the Board of Regents at its 1199th meeting on 26 August 2005.

13 July 2011

(Sgd.) ALFREDO E. PASCUAL
President
Administrative Order No. PAEP 11-43: Reconstitution of the Commission

For: The UP College of Law Centennial Commission

Congratulations to all of you for the successful stewardship of the ongoing College of Law centennial celebrations.

In view of recent developments, I hereby reconstitute the Commission to include the following:

Member:
Ms. Jilliane Joyce R. De Dumo, President, Law Student Government
(vice Ms. Teresita Ira Maris P. Guanzon)

Co-Convenor:
Dean Danilo L. Concepcion

As reconstituted, the Commission is now composed of the following:

Chairman:
Senator Edgardo J. Angara

Members:
Senator Franklin M. Drilon
Senator Richard J. Gordon
Chief Justice Hilario G. Davide
Chief Justice Reynato S. Puno
Justice Ameurfina Melencio Herrera
Justice Flerida Ruth P. Romero
Justice Antonio T. Carpio
Atty. Estelito P. Mendoza
Atty. Felipe L. Gozon
Atty. Merceditas Santiago-Nolledo
Prof. Francis H. Jardeleza
Prof. Rafael A. Morales
Atty. Ma. Lourdes Rausa-Chan
Atty. Rodolfo R. Waga, Jr.
Ms. Jilliane Joyce R. De Dumo, President, Law Student Government

Convenor/Co-Convenor
Former Dean Marvic Mario Victor F. Leonen
Dean Danilo L. Concepcion

Head Secretariat:
Associate Dean Patricia R.P. Salvador Daway

18 July 2011

(Sgd.) ALFREDO E. PASCUAL
President
Administrative Order No. PAEP 11-43A: Reconstitution of the Commission (corrected version)

For: The UP College of Law Centennial Commission

Congratulations to all of you for the successful stewardship of the ongoing College of Law centennial celebrations.

In view of recent developments, I hereby reconstitute the Commission to include the following:

Member:
Ms. Jilliane Joyce R. De Dumo, President, Law Student Government
(vice Ms. Teresita Ira Maris P. Guanzon)

Co-Convenor:
Dean Danilo L. Concepcion

Head Secretariat:
Prof. Concepcion L. Jardeleza, Officer-in-Charge, Office of the Dean
(vice Prof. Patricia R.P. Salvador Daway)

As reconstituted, the Commission is now composed of the following:

Chairman:
Senator Edgardo J. Angara

Members:
Senator Franklin M. Drilon
Senator Richard J. Gordon
Chief Justice Hilario G. Davide
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Atty. Estelito P. Mendoza
Atty. Felipe L. Gozon
Atty. Merceditas Santiago-Nolledo
Prof. Francis H. Jardeleza
Prof. Rafael A. Morales
Atty. Ma. Lourdes Rausa-Chan
Atty. Rodolfo R. Waga, Jr.
Ms. Jilliane Joyce R. De Dumo, President, Law Student Government

Convenor/Co-Convenor
Former Dean Marvic Mario Victor F. Leonen
Dean Danilo L. Concepcion

Head Secretariat:
Prof. Concepcion L. Jardeleza

18 July 2011

(Sgd.) ALFREDO E. PASCUAL
President
Administrative Order No. PAEP 11-46: Search Committee for the Dean of the School of Statistics, UP Diliman

To: Prof. Noreen P. Escultura  
Assistant Vice President for Finance  
UP System  
Contact No. 928-4493/Email: npescultura@yahoo.com

I hereby appoint you a President’s representative in the Search Committee for the Dean of the School of Statistics, UP Diliman.

Either the Office of the Chancellor or the Chair of the Search Committee will get in touch with you regarding the schedule of committee meetings.

Thank you.

18 July 2011  
(Sgd.) ALFREDO E. PASCUAL  
President

Administrative Order No. PAEP 11-47: Construction Performance Evaluators (CPEs) for UP Visayas High School Building

To: Arch. Allen Buenaventura  
UP Manila

Arch. Napoleon Ibanez  
UP Diliman

Engr. Reginald Mensale  
UP Visayas

Pursuant to Administrative Order PAEP 11-23, please constitute yourselves into an ad hoc committee composed of accredited Constructors Performance Evaluators (CPEs) to assess the construction of the High School Building of UP Visayas, with Arch. Allen Buenaventura as Chair.

All expenses (travel, accommodation and others), honoraria / per diem of the members and support staff shall be charged to UP Visayas.

The Committee, including the support staff shall be entitled to honoraria for ad hoc committee level 1. Payment of honoraria shall be on a per “major” infrastructure project basis. “Minor” projects shall be lumped to form one (1) “major” project. The Vice President for Administration, through the recommendation of the CPES System Chair, shall determine the type of infrastructure project evaluated for purposes of payment of honoraria.

18 July 2011  
(Sgd.) ALFREDO E. PASCUAL  
President
Administrative Order No. PAEP 11-48: Committee for the Concepcion Dadufalza Award for Distinguished Achievement

For:  
Dr. Gisela P. Concepcion, Vice President for Academic Affairs  
Dr. Antoinette Hernandez, Assistant Vice President  
Dr. Gemino H. Abad, College of Arts and Letters, UP Diliman  
Dr. Jose Ma. P. Balmaceda, College of Science, UP Diliman  
Ms. Violeta Dadufalza, representing the Dadufalza Family  
Dr. Jose Dalisay, College of Arts and Letters, UP Diliman  
Dr. Ameurfinia D. Santos, Retired Professor, CS, UP Diliman

Please constitute yourselves into a committee to select the awardee of the Concepcion Dadufalza Award for Distinguished Achievement, with Dr. Gisela P. Concepcion as Chair. Attached is a copy of the BOR-approved guidelines for the Award.

Please submit your recommendation to the Office of the Vice President for Academic Affairs on or before 30 September 2011. The OVPAA will serve as Secretariat to assist your Committee.

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

19 July 2011
(Sgd.) ALFREDO E. PASCUAL  
President

Administrative Order No. PAEP 11-132: Officer-in-Charge of the University

To: Dr. Gisela P. Concepcion  
Vice President for Academic Affairs

I hereby appoint you Officer-in-Charge of the University from 25-28 July 2011. I will be in Luang Probang, Lao PDR to Speak at the 3rd ASEAN University Network Rector’s Meeting.

21 July 2011
(Sgd.) ALFREDO E. PASCUAL  
President

Administrative Order No. PAEP 11-49: Rice Subsidy/Allowance 2011: second & third release

To: Vice President for Planning and Finance  
Vice President for Administration  
All Chancellors  
OIC-Dean, UP Cebu

To help alleviate the impact of the rainy season on basic commodity costs, the Board of Regents (1270th meeting, 25 July 2011) approved the Grant of the second and third rice subsidy/allowance for 2011 equivalent to One Thousand Five Hundred Pesos (PhP 1,500.00), for each release. This benefit is part of the Collective Negotiation Agreement (CNA) between the University and All-UP Workers Union (AUPWU) and the faculty/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 authorized the grant of the same rice subsidy/allowance of PhP 1,500.00 to the faculty, REPS and administrative personnel who are not covered by the CNAs between the University and the Administrative and Academic Unions.
Funding for the rice subsidy/allowance is charge to the Constituent Universities (CUs) and the UP Manila – Philippine General Hospital (PGH), subject to all applicable government accounting and auditing rules and regulations.

The Vice President for Administration shall issue the guidelines to implement the rice subsidy/allowance.

5 August 2011

(Sgd.) ALFREDO E. PASCUAL
President

Administrative Order No. PAEP 11-50: Special Bids and Awards Committee (SBAC) for the UP Professional Schools at the Bonifacio Global City

To: Dr. Maragtas S.V. Amante, Vice President for Administration
   Prof. Anastacia B. Alvarez – Assistant Vice President for Administration
   Dr. Virginia C. Yap – Chancellor for Administration (UP Diliman)
   Prof. Mary Ann A. Espina – Dean, College of Architecture (UP Diliman)
   Atty. Ana Celeste P. Bernad – Office of the Vice President for legal affairs

Please constitute yourselves into a Special Bids and Awards Committee (SBAC) for the University of the Philippines Professional Schools at the Bonifacio Global City, with Vice President Maragtas S.V. Amante as Chair and assistant Vice President Anastacia B. Alvares as Vice Chair.

The Board of Regents (BOR) at its 1255th meeting on 27 May 2010 approved the establishment of the UP Professional Schools at Fort Bonifacio. On 19 July 2011, the Memorandum of Agreement with Deed of Conveyance between the Bases Conversion and Development Authority (BCDA) and the University of the Philippines (UP) was signed by the parties, for the donation by the BCDA to UP of a 4,300-sq.m. property for the UP Professional Schools at the Bonifacio Global City. Said Memorandum of Agreement with Deed of Conveyance was confirmed by the BOR at its 1270th Meeting on 25 July 2011.

The SBAC shall administer the prequalification and bidding process and recommend an award for the design and construction of the buildings and facilities at the UP Professional Schools at the Bonifacio Global City, in accordance with the UP Charter, the pertinent Memorandum of Agreement/Deed of Conveyance, government procurement regulations, and applicable laws. The SBAC may secure other resource persons and support personnel as required.

The committee members, resource persons, secretariat and support staff shall be granted honoraria consistent with the rates for Ad Hoc Committee (Level 2) approved by the Board of Regents at its 1199th meeting on 26 August 2005.

10 August 2011

(Sgd.) ALFREDO E. PASCUAL
President

Administrative Order No. PAEP 11-51: Officer-in-Charge of the University

To: Dr. Lisa Grace S. Bersales
   Vice President for Planning and Finance
   UP System

I hereby appoint you Officer-in-Charge of the University on 12-13 August 2011. I will be in Cebu City to attend the Inauguration of the Cebu Cultural Center and to meet with the UP Cebu Faculty members on 12 August 2011.

11 August 2011

(Sgd.) ALFREDO E. PASCUAL
President
Administrative Order No. PAEP 11-52: Extension of Designation as Officer-in-Charge of UP Cebu.

To: Dr. Ritchelita P. Galapate  
Associate Dean for Academic Affairs  
UP Cebu  

Your designation as Officer-in-Charge of UP Cebu is hereby extended until 29 August 2011, with all the entitlements attached to the position and subject to pertinent University rules and regulations.  

Thank you for your cooperation.  

24 August 2011  
(Sgd.) ALFREDO E. PASCUAL  
President

Administrative Order No. PAEP 11-53: Reconstitution of the Academic Sector Union-Management Monitoring Committee (UMMC)

To: All Concerned

1. Pursuant to Section 1 of Article XIX of the Collection Negotiation Agreement (CNA) between the University of the Philippines and the All-UP Academic Employees Union (AUPAEU), the constitution of the Union-Management Monitoring Committee (UMMC) shall be created at the System level for purposes of maintaining continuous lines of communication, consultation and dialogue between the University and the Union.

2. The UMMC is hereby constituted as follows:

UP Administrative Panel:

<table>
<thead>
<tr>
<th>Regular members</th>
<th>Alternate members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prof. Danilo L. Concepcion</td>
<td>Prof. Anastacia B. Alvarez</td>
</tr>
<tr>
<td>Vice President for Legal Affairs, Chair</td>
<td>Assistant Vice President for Administration</td>
</tr>
<tr>
<td>Dr. Maragtas S.V. Maragtas</td>
<td>Dr. Orlino O. Talens</td>
</tr>
<tr>
<td>Vice President for Administration, Co-Chair</td>
<td>Vice Chancellor for Administration</td>
</tr>
<tr>
<td>Prof. Danilo A. Aroa</td>
<td>Prof. Roberto F. Ranola</td>
</tr>
<tr>
<td>Assistant Vice President for Public Affairs and Director, System Information Office</td>
<td>Vice Chancellor for Administration</td>
</tr>
<tr>
<td></td>
<td>UP Los Banos</td>
</tr>
</tbody>
</table>

Advisory & Technical Committee:

Prof. Jonathan Sale, Dean, School of Labor and Industrial Relations, UP Diliman  
Dr. Angela D. Escoto, Director, UP System/Diliman HRDO  
Atty. Rosalio A. Aragon, Office of the VP for Legal Affairs  
Atty. Ricardo B. Lapesura, Office of the VP for Legal Affairs
AUPAEU Panel (as nominated by the AUPAEU)

<table>
<thead>
<tr>
<th>Regular members</th>
<th>Alternate members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Ramon Guillermo, National President</td>
<td>Ms. Perlita C. Rana, Secretary General</td>
</tr>
<tr>
<td>Dr. Judy M. Taguiwalo, Director</td>
<td>Ms. Guillermina Panizales, UP Manila Chapter President</td>
</tr>
<tr>
<td>Dr. Teodoro Mendoza, UP Los Banos Chapter President</td>
<td>Dr. Erlinda C. Palaganas, UP Baguio</td>
</tr>
</tbody>
</table>

3. The Functions and responsibilities of the monitoring committee are as follows:
   a. “Convene regularly every six (6) months or as the need arises at such place and time that may be proposed and agreed upon by the parties;
   b. Monitor and resolve any controversy arising from the interpretation and enforcement of the CNA;
   c. Prioritize the implementation of the provisions of the CNA upon approval by the parties;
   d. Discuss and resolve any policy changes on matters pertaining to/affecting the terms and conditions of employment; and
   e. Recommend appropriate courses of actions to higher authority.”
   [Reference: Section 2, Article XIX on the Collective Negotiation Agreement (CNA)]

4. The Committee shall report directly to and coordinate closely with the Office of the President.

5. The Committee may call on other University official and resource persons to help the Committee in its functions and responsibilities.

6. The Committee members/alternates, secretariat and support staff shall be granted honoraria consistent with the rates for standing committee (level 2) approved by the Board of Regents.

24 August 2011

(Sgd.) ALFREDO E. PASCUAL
President

Administrative Order No. PAEP 11-54: Reconstitution of the Administrative Sector Union-Management Consultative Body (UMCB)

To: ALL CONCERNED

1. The Union Management Consultative Body (UMCB), which was created pursuant to Article XV of the Collective Negotiation Agreement to dialogue with the All UP Workers Union (AUPWU) is hereby reconstituted as follows:

UP Administrative Panel:

<table>
<thead>
<tr>
<th>Regular members</th>
<th>Alternate members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prof. Danilo L. Concepcion, Vice President for Legal Affairs, Chair</td>
<td>Prof. Anastacia B. Alvarez, Assistant Vice President for Administration</td>
</tr>
<tr>
<td>Dr. Maragtas S.V. Maragtas, Vice President for Administration, Co-Chair</td>
<td>Dr. Orlino O. Talens, Vice Chancellor for Administration, UP Manila</td>
</tr>
<tr>
<td>Prof. Danilo A. Arao, Assistant Vice President for Public Affairs and Director, System Information Office</td>
<td>Prof. Roberto F. Ranola, Vice Chancellor for Administration, UP Los Banos</td>
</tr>
</tbody>
</table>
Advisory & Technical Committee:

Prof. Jonathan Sale, Dean, School of Labor and Industrial Relations, UP Diliman
Dr. Angela D. Escoto, Director, UP System/Diliman HRDO
Atty. Rosalio A. Aragon, Office of the VP for Legal Affairs
Atty. Ricardo B. Lapesura, Office of the VP for Legal Affairs

AUPWU Panel (as nominated by the AUPWU):

<table>
<thead>
<tr>
<th>Regular members</th>
<th>Alternate members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Felix Parinas</td>
<td>Diosdado Gaddi</td>
</tr>
<tr>
<td>National President</td>
<td>UP Los Banos Chapter President</td>
</tr>
<tr>
<td>Clodualdo E. Cabrera</td>
<td>Ma. Rita Sevilla</td>
</tr>
<tr>
<td>National Executive Vice President</td>
<td>National Treasurer</td>
</tr>
<tr>
<td>Benjamin Santos</td>
<td>Noel Marquina</td>
</tr>
<tr>
<td>UP Manila Chapter President</td>
<td>UP Diliman Chapter President</td>
</tr>
</tbody>
</table>

2. The functions and responsibilities of the monitoring committee are as follows:
   a. “Convene regularly every six (6) months or as the need arises at such place and time that may be proposed and agreed upon by the parties:
   b. Monitor and resolve any controversy arising from the interpretation and enforcement of the CNA;
   c. Prioritize the implementation of the provisions of the CNA upon approval by the parties;
   d. Discuss and resolve any policy changes on matters pertaining to/affecting the terms and conditions of employment; and
   e. Recommend appropriate courses of actions to higher authority.”
   [Reference: Section 2, Article XIX of the Collective Negotiation Agreement (CNA)]

3. The Committee shall report directly to and coordinate closely with the Office of the President.

4. The Committee may call on the University officials and resource persons to help the Committee in its functions and responsibilities.

5. The UMCB and the support staff shall be granted honoraria consistent with rates for standing committee (level 2) approved by the Board of Regents.

25 August 2011

(Sgd.) ALFREDO E. PASCUAL
President

Administrative Order No. PAEP 11-55: Officer-in-Charge of the University

To: Dr. Gisela P. Concepcion
    Vice President for Academic Affairs
    UP System

I hereby appoint you Officer-in-Charge of the University on 2-3 September 2011. I will be in Baguio City to attend the launching of Cordillera Review and to meet with the UP Baguio constituents on 2 September.

26 August 2011

(Sgd.) ALFREDO E. PASCUAL
President
Administrative Order No. PAEP 11-56: Further Extension of Designation as Officer-in-Charge of UP Cebu

To: Dr. Ritchelita P. Galapate  
    Associate Dean for Academic Affairs  
    UP Cebu

Your designation as Officer-in-Charge of UP Cebu is hereby further extended until today 31 August 2011 with all the entitlements attached to the position and subject to pertinent University rules and regulations.

Thank you for your cooperation.

31 August 2011

(Sgd.) ALFREDO E. PASCUAL  
President

Administrative Order No. PAEP 11-57: Third Extension of Designation as Officer-in-charge of UP Cebu

To: Dr. Ritchelita P. Galapate  
    Associate Dean for Academic Affairs  
    UP Cebu

Your designation as Officer-in-Charge of UP Cebu is hereby extended until further notice with all the entitlements attached to the position and subject to pertinent University rules and regulations.

Thank you for your cooperation.

01 September 2011

(Sgd.) ALFREDO E. PASCUAL  
President

Administrative Order No. PAEP 11-58: Officer-in-Charge of the University

To: Dr. Lisa Grace S. Bersales  
    Vice President for Finance  
    UP System

I hereby appoint you Officer-in-Charge of the University on 8-9 September 2011. I will be in Davao City to attend the “Pahalipay (Merriment) Alang Kang PAEP” a pre investiture activity on 9 September.

07 September 2011

(Sgd.) ALFREDO E. PASCUAL  
President

Administrative Order No. PAEP 11-59: Compliance Committee – UP North Science and Technology Park

You are hereby appointed members of a Committee to work on and oversee compliance with the provisions of the Contract of Lease on the UP North Science and Technology Park. The Vice President for Development, Dr. Elvira A. Zamora, shall be Chair of the Committee.
The Compliance Committee is authorized to invite resource persons, who shall be entitled to honoraria subject to existing rules and policies.

20 September 2011

(Sgd.) ALFREDO E. PASCUAL
President

Administrative Order No. PAEP 11-60: Officer-in-Charge of the University

To: Dr. Lisa Grace S. Bersales
Vice President for Finance
UP System

I hereby appoint you Officer-in-Charge of the University on 23 September 2011. I will be in Cebu City to attend the 1st year anniversary of UP Cebu as an autonomous college.

20 September 2011

(Sgd.) ALFREDO E. PASCUAL
President

MEMORANDA

Memorandum No. PAEP 11-12: Constitution of the Search Committee for the Chancellor of UP Los Baños

To: Dr. CANDIDA ADALLA, Senior Faculty
Dr. ERNESTO RIGOR, Senior Faculty
Prof. EDMUND G. CENTENO, Junior Faculty
Dr. SUSAN CALUMPANG, REPS
Mr. DIOSDADO GADDI, Administrative
Mr. ALLEN LEMUEL LEMENCE, Student
Dr. JUDY TAGUIWALO, President’s Representative

With Dr. CANDIDA ADALLA as Chair, please constitute yourselves into a Search Committee that would assist the President and the Board of Regents in the selection of the next Chancellor of UP Los Baños.


The deadline for the submission of the Search Committee Report which must include the final list of all nominees, assessing not only their strengths and weaknesses, but their suitability for the position, given the needs and thrusts of the constituent university, is Thursday, 8 September 2011.

All expenses of the Committee in the discharge of its task will be borne by the Office of the President. Moreover, the Committee Chair and Members, including the staff shall be entitled to honoraria as set by the Board of Regents.

11 July 2011

(Sgd.) ELVIRA A. ZAMORA
Officer-in-Charge
University of the Philippines
Memorandum No. PAEP 11-13: Constitution of the Search Committee for the Chancellor of UP Manila

To: Prof. MILAGROS LEANO, Senior Faculty  
Dr. GENEROSO ABES, Senior Faculty  
Dr. ERNA AROLLADO, Junior Faculty  
Ms. MARJORIE DE LIMA, REPS  
Ms. MA. CORAZON BRITO, Administrative  
Mr. CLEVE ARGUELLES, Student  
Assistant Vice President for Academic Affairs,  
DR. ANTOINETTE BASS-HERNANDEZ, President’s Representative

With Prof. MILAGROS LEANO as Chair, please constitute yourselves into a Search committee that would assist the President and the Board of Regents in the selection of the next Chancellor of UP Manila.


The deadline for the submission of the Search Committee Report which must include the final list of all nominees, assessing not only their strengths and weaknesses, but their suitability for the position, given the needs and thrusts of the constituent university, is Thursday, 8 September 2011.

All expenses of the Committee in the discharge of its task will be borne by the Office of the President. Moreover, the Committee Chair, and Members, including the staff shall be entitled to honoraria as set by the Board of Regents.

11 July 2011

(Sgd.) ELVIRA A. ZAMORA  
Officer-in-Charge  
University of the Philippines

Memorandum No. PAEP 11-14: Constitution of the Search Committee for the Chancellor of UP Visayas

To: Prof. PEPITO FERNANDEZ, Senior Faculty  
Dr. ANITA CULAR, Senior Faculty  
Prof. CHERYL JOY FERNANDEZ, Junior Faculty  
Ms. EVANGELINE PUNDA VELA, REPS  
Ms. MARIA RAZEL RAMIREZ, Administrative  
Mr. CHRISTIAN SORONGON, Student  
Assistant Vice President for Academic Affairs,  
Dr. MARILOU G. NICOLAS, President’s Representative

With Prof. PEPITO FERNANDEZ as Chair, please constitute yourselves into a Search Committee that would assist the President and the Board of Regents in the selection of the next chancellor of UP Visayas.

We are sending herewith Memorandum No. PAEP 11-10, “Search Process for Chancellor,” and Administrative Order No. PAEP 11-37, Instituting a Search Process for the Chancellor of UP and Constituting A Search Committee Therefor,” for your guidance.

The deadline for the submission of the Search Committee Report which must include the final list of all nominees, assessing not only their strengths and weaknesses, but their suitability for the position, given the needs and thrusts of the constituent university, is Thursday, 8 September 2011.
All expenses of the Committee in the discharge of its task will be borne by the Office of the President. Moreover, the Committee Chair and Members, including the staff shall be entitled to honoraria as set by the Board of Regents.

11 July 2011

(Sgd.) ELVIRA A. ZAMORA
Officer-in-Charge
University of the Philippines

Memorandum No. PAEP 11-15: CONSTITUTION OF UP LEGAL TEAM COUNTERPART TO THE TFUPSC CREATED UNDER EXECUTIVE ORDER NO. 10 S. 2011 ISSUED BY Q.C. MAYOR HERBERT M. BAUTISTA

To: ALL CONCERNED UP OFFICIALS

The following UP Lawyers/University Legal Counsels are hereby constituted as UP Legal Team to serve a UP’s counterpart to the Task Force University of the Philippines and its Surrounding Communities (TFUPSC) of the Quezon City government, to wit:

1. Atty. Ana Celeste P. Bernad, DHC for Corporate Affairs, OVPLA;
2. Atty. Eunice B.S.J. Agsaoay-Sano, ULC-OVPLA;
3. Atty. Robert J. A. Quitain, ULC-UP Diliman;

Please refer to the attached Q.C. Executive Order for the functions of the TFUPSC.

18 July 2011

(Sgd.) ALFREDO E. PASCUAL
President

Memorandum No. PAEP 11-16: Authorization by the UP President for the Vice President for Development to Sign Plans/Original Drawings for UP Diliman Buildings

To: DR. ELVIRA A. ZAMORA
Vice President for Development

Based on the functions of the Vice President for Development as per 953rd Meeting of the Board of Regents (BOR), 29 July 1982, and reiterated during the 1252nd BOR Meeting, 18 December 2009, the design, construction and maintenance standards for campus structures is among the responsibilities of the Vice President for Development, thus:

“XXX

3. Formulate and maintain design, construction, and maintenance standards for campus development, infrastructure, building, housing, open space, and other physical facilities;

XXX”

Furthermore, during the 1252ng BOR Meeting, an Office of Design and Planning Initiatives (ODPI) was in fact established under the supervision of the Office of the Vice President for Development (OVPD) to be based at the College of Architecture. Among its functions is to “define the distinctive UP character that will be integrated into buildings and landscapes to be designed and constructed within University premises.”
In view of the aforementioned responsibilities of the Office of the Vice President for Development and in order to relieve the President of administrative details, the President of the University is hereby authorizing the Vice President for Development to sign the plans/original drawings for UP Diliman buildings.

25 July 2011

(Sgd.) ALFREDO E. PASCUAL
President
THE REVISED INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY OF THE UNIVERSITY OF THE PHILIPPINES SYSTEM

TECHNOLOGY TRANSFER AND BUSINESS DEVELOPMENT OFFICE
Office of the Vice-President for Development
### Revised Intellectual Property Rights Policy of the University of the Philippines System

Prepared by the Technology Transfer and Business Development Office Office of the Vice-President for Development

Published in March 2012 by the UP System Information Office

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REVISED INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY
OF THE UNIVERSITY OF THE PHILIPPINES SYSTEM

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ARTICLE 1
COVERAGE
(1) Personnel Covered – This policy shall apply to all faculty members, researchers, students, staff and visiting professors undertaking research and/or creative activities pursuant to any program, project, grant or contract under the auspices of the university.
(2) Matters Covered – This policy shall cover all research and/or creative activities, tangible research properties or outputs with or without patent or copyright protection, whether for commercial or non-commercial purpose, undertaken using any university resource and including all technology transfer arrangements.
(3) Rights Covered – This shall cover all types of intellectual property rights recognized under Philippine laws such as the Intellectual Property Code as amended and the Plant Variety Protection Act as well as applicable laws of other states.
(4) Other Intellectual Property Rights – This policy does not comprehensively cover guidelines for fair use of intellectual property rights owned by the university, university personnel or third parties.

ARTICLE 2
GENERAL PRINCIPLES
(1) University resources should be used for university purposes and not for personal gain or personal commercial advantage nor for any other non-university purposes. The university subscribes to a policy of recognizing the traditional academic practice of treating faculty members as owners of inventions, works and other intellectual properties.
REVISED INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY OF THE UNIVERSITY OF THE PHILIPPINES SYSTEM

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(3) Rights Covered – This shall cover all types of intellectual property rights recognized under Philippine laws such as the Intellectual Property Code as amended and the Plant Variety Protection Act as well as applicable laws of other states.

(4) Other Intellectual Property Rights – This policy does not comprehensively cover guidelines for fair use of intellectual property rights owned by the university, university personnel or third parties.

ARTICLE 2
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(1) University resources should be used for university purposes and not for personal gain or personal commercial advantage nor for any other non-university purposes. The university subscribes to a policy of recognizing the traditional academic practice of treating faculty members as owners of inventions, works and other intellectual
creations they produce without the use of university and/or third party funding and without the use of substantial university and/or third party resources, which are resources that are not ordinarily available to all faculty for traditional academic purposes which includes teaching, research and extension work.

(2) The university encourages the faculty's full freedom in research and in the publication of their results subject to the adequate performance of their other academic duties;

(3) The university acknowledges that its efforts to generate income should be weighed against its principal responsibility to provide a favourable environment to explore knowledge for the benefit of the public in general;

(4) The university accepts that in some cases, the recognition of intellectual property rights of authors and inventors are effective ways to ensure accountability and accessibility of knowledge and technologies.

**ARTICLE 3**

**RULES OF CONSTRUCTION**

Nothing in these rules shall be construed:

(1) To prevent the university administration from implementing rules relating to the enforcement of academic standards that deter and penalize plagiarism and dishonesty.

(2) To alter existing university policy affecting conflict of interest including guidelines for outside teaching activities or practice of profession;

(3) To limit the university's ability to negotiate and to meet the obligation for deliverables under any contract, grant, or other arrangements with third parties, including sponsored research agreements, collaboration agreements, license agreements and the like, if these terms are more beneficial to meet the purposes and principles of these guidelines.
(4) To limit the interpretation of the Code of Ethics for Faculty as approved by the Board of Regents in its 1129th meeting on February 25, 1999;

(5) To interfere with the discretion of editorial boards, textbook committees, technical review panels and the like to publish works.

ARTICLE 4
COPYRIGHT

(1) Works Covered – All literary, artistic and derivative works collectively referred to in this policy as “works” as defined in Sections 172 and 173 of the Intellectual Property Code of the Philippines including course materials for e-learning and distance education, regardless of format in which it was created or produced, shall be covered by these rules on copyright.

(2) Ownership of Copyright

a) General Rule – Copyright of all works shall remain with the creator except as may be otherwise provided in these rules.

b) When copyright must be assigned to the university – Subject to the provisions of existing laws such as the Intellectual Property Code of the Philippines and the Technology Transfer Act of 2009, creators shall disclose the existence and assign copyright over the following works of the university in accordance with contractual stipulations, the implementing rules and regulations of the Technology Transfer Act, these rules and the implementing rules that may be promulgated by the Office of the President:

i. Works that are produced through research and development funded by any Philippine government agency or instrumentality, or government-owned and controlled corporation from government appropriations and those sourced from government managed official development assistance funds.
ii. Works supported by a specific allocation of university funds or substantial university resources other than the usual salary and resources made available to every faculty, researcher, student or staff;

iii. Commissioned works or those works created at the direction and control of the university through its officials or designates for a specific project or purpose;

iv. Works whose authorship cannot be attributed to one or a discrete number of authors despite the application of processes prescribed under these rules;

v. Works whose authorship cannot be attributed to one or a discrete number of authors because it is the result of simultaneous or sequential contributions over time by multiple authors;

(3) Waiver of Copyright Ownership by the University

a) In the case of works mentioned in Article 4 section 2 (b) above and works of joint ownership with the university, the university through its designated officials may waive copyright in favor of the creator if all of the following conditions are met:

i. The waiver would enhance the transfer of technology or improve the access to the works by the public in general;

ii. The waiver does not violate any existing contractual obligation to third parties; and

iii. The participation of the university in the work is acknowledged by the creator in all publications of the work, whether local or international.

b) If the university is unable or has decided not to publish or exhibit the works mentioned in Article 4 section 2 (b) within one year from its disclosure, its copyright is automatically
waived in favor of the creator provided that no contractual obligations or rights of third parties will be violated. The one-year period may also be waived by the university at the request of the creator if the work is to be published in a reputable international or local journal relevant to the academic discipline to which the work falls under, provide that no contractual obligations or rights of third parties will be violated. The contribution of the university shall be duly acknowledged in all publications or exhibitions of the work.

(4) **Collaborative Works Among Institutions** – Subject to the provisions of the Technology Transfer Act of 2009 and Article 4 section 2(b) above, and absent any contractual stipulation to the contrary, if the work is the result of collaborative efforts between the university, an outside entity and the creator/s, the copyright shall be jointly owned by the university, the creators and the outside entity.

(5) **Determination of Authorship in Cases of Contributed Efforts**

a) In the case of works resulting from the contribution of efforts coming from different persons, authorship, whether sole or collaborative, shall be determined as follows:

i. By contractual stipulation;

ii. By application of the rules for joint, primary and sole authorship as determined by a publication for which the work was intended;

iii. Through alternative modes of dispute processing including mediation and arbitration to be facilitated by the Office of the Vice Chancellor for Academic Affairs, if the work originated from the efforts of faculty, research staff and students in a single constituent university, or by the Office of the Vice President for Academic Affairs if otherwise.

b) Only in the event of failure of any of these modes of dispute resolution may a conflict pertaining to the authorship or copyright of a work be referred for legal action.
ARTICLE 5
INVENTIONS

(1) Inventions Covered—All inventions which may be, or may relate to a product, process, intangible assets such as drug targets and biomarkers, platform technology or an improvement of any of the foregoing, whether or not patentable, including utility models, layouts of integrated circuits, industrial designs and new plant varieties referred to in this policy as inventions, shall be covered by these rules.

(2) Ownership of Inventions

a) General Rule—Except as otherwise provided in these rules, patent rights and/or other rights related to the invention such as undisclosed information or know-how shall belong to the inventors.

b) University Ownership of Inventions—Subject to the provisions of existing laws such as the Intellectual Property Code of the Philippines and the Technology Transfer Act of 2009, inventors shall disclose the existence and assign patent rights and other related rights such as undisclosed information or know-how pertaining to the following inventions to the university in accordance with contractual stipulations, the implementing rules and regulations of the Technology Transfer Act, these rules and the implementing rules that may be promulgated by the Office of the President.

i. Inventions that are produced through research and development funded by any Philippine government agency or instrumentality or government-owned and controlled corporation from government appropriations and those sourced from government-managed official development assistance funds.

ii. Inventions supported by a specific allocation of University funds or substantial university resources other than the usual salary and resources made available to every faculty, researcher, student or staff;
iii. Inventions produced by an employee as a result of the performance of his or her regularly assigned duties

iv. Commissioned inventions produced at the direction and control of the University in pursuit of a specific project or purpose regardless of the source of funding;

v. Works whose inventorship could not be attributed to one or a discrete number of inventors despite the application of processes provided in these rules.

(3) Inventions Funded by Outside Entities

a) Subject to the provisions of the Technology Transfer Act of 2009, in the event that funding for the research and creation of the invention is sourced by the university, wholly or partially, from outside entities, the university shall negotiate with the funding entity with respect to the ownership of the invention, patent rights and royalty sharing subject to confirmation by the Board of Regents. The agreement shall bind all parties including the inventors.

b) In default of a negotiated agreement, all patents to inventions the research funds were sourced from or by the university shall be owned by the university.

(4) Waiver by University of Rights to Patent

a) In the absence of existing contractual obligations to third parties, the university may release patent rights to inventors if all the following conditions are met—

i. The university elects not to file a patent application as when the invention does not appear to be commercially viable and the inventor is prepared to do so;

ii. The waiver would facilitate the transfer of technology or its access to the general public; and
iii. The equity of the situation clearly indicates that such release should be given.

b) No waiver shall be given unless there is a written commitment that no further development of the invention shall be made involving the financial support or resources of the university. Nor shall any waiver be made in violation of any contractual obligation of the university. The university may also impose other conditions for the grant of the waiver such as revenue sharing provisions, university equity or shares in a spin-off company formed around the invention, a non-exclusive royalty-free license in favor of the university and third parties to use the invention for teaching, scholarly and other academic non-profit purposes and such other similar requirements that would promote reasonable access by the public to the technology.

(5) **Collaborative Efforts between Institutions** – Subject to the provisions of the Technology Transfer Act of 2009 and Article 5 Section 2 above, and absent any stipulation to the contrary, if the invention is the result of collaborative efforts of the university, an outside entity and the creator/s, the patent and other related rights over said invention shall belong in joint ownership among the university, the inventor/s and the outside entity.

(6) **Modes for processing disputes related to the inventorship and patent rights** – Conflicts pertaining to inventorship, patent and other related rights, shall be resolved through alternative modes of dispute processing including mediation and arbitration to be facilitated by the Office of the Vice Chancellor for Academic Affairs if the persons contributing their efforts belong only to one constituent university, or by the Office of the Vice President for Academic Affairs if otherwise. Only in the event of failure of any of such modes may such conflict be the subject of court action.
ARTICLE 6
OTHER INTELLECTUAL PROPERTY RIGHTS

(1) Trade and Service Marks – Trade and service marks are distinctive words or graphic symbols identifying the sources, product, producer, or distributor of goods or services. The university shall own trade or service marks relating to goods or services distributed by the university. These include names and symbols used by the university in conjunction with its computer programs or university activities and events.

(2) Protection of Undisclosed Information – While the university's mission is to transfer knowledge and technology for the benefit of the public, it may resort to the protection of undisclosed information in any of the following and other similar instances:

a) The protection is necessary in order to comply with contractual stipulations or to pursue an academic research project to its completion;

b) The information being protected is necessary in order to protect intellectual property rights of the university on an invention;

c) Upon the determination of the President, circumstances are such that well defined interests of the general public will better be protected by claiming legal protection of information or technology as “trade secrets”.

(3) Subject to the provisions of applicable laws such as the Technology Transfer Act of 2009 and contractual stipulations, Tangible Research Property (TRP) or research results which are in a tangible form (i.e. integrated circuit chips, computer software, biological organisms, engineering prototypes, laboratory notebooks or logbooks) which cannot be the subject of any other kind of intellectual property protection are presumptively owned by the university.
ARTICLE 7
THESES AND DISSERTATIONS

(1) A student shall own the copyright of his/her thesis/dissertation subject to the provisions of applicable laws such as the Technology Transfer Act of 2009, the provisions of this policy as well as any agreement(s) with the university and/or external parties. In order to enable the university to perform its mission of transferring knowledge and technology for the public benefit, the student shall grant to the university a non-exclusive worldwide, royalty free license to reproduce, publish and publicly distribute copies of said thesis/dissertation in whatever form subject to the provisions of applicable laws, the provisions of this policy and any contractual stipulations.

(2) In the event a thesis/dissertation contains information on an invention that may be patentable or registrable, or if the same contains confidential information of the university and/or that of a third party, the department, institute or college may withhold public access to said thesis/dissertation and the defense proceedings and may take such other reasonable steps to protect the university and/or third party's IP rights until the university and/or third party has given written permission to disclose the same. In the event that the university waives its right to the invention as provided under this policy as the inventor is willing and able to comply with the condition, among others that may be imposed by the university, to file a patent or other applicable intellectual property application for the same, the inventor may request the department, institute or college to withhold public access to said thesis/dissertation or to the defense proceedings pertaining to said invention.

ARTICLE 8
COMMON PROVISIONS

(1) Waivers and Authorities

a) Except in cases of failure to publish or failure to file an application for a patent, all waivers of ownership of intellectual property rights shall be confirmed by the Board of
Regents upon recommendation by the President of the university. The President of the university is authorized to delegate her/his responsibilities to any of her/his Vice Presidents or to her/his Chancellor based on her/his own judgement of what will be efficient and effective for a given constituent university.

b) The President of the Chancellors shall periodically report to the Board of Regents intellectual property rights owned by the university which are impliedly waived immediately upon their discovery.

(2) Royalty Sharing – The university shall assign to the author(s), inventor(s), or creator(s) 100% of the first two hundred thousand pesos (or less) of the royalty received by the university from commercialization of the intellectual property. This amount may be adjusted on a yearly basis, taking into account factors such as inflation rate. In excess of this amount, the author(s), inventor(s) or creator(s) shall receive at least forty percent (40%) of the royalty received by the university. Collaborating authors or inventors shall share in accordance with the determination of their participation in the authorship or invention as prescribed in these rules. Twenty five percent (25%) of the remainder of the royalty received by the university from the commercialization of the intellectual property shall go to U.P. system, while seventy five percent (75%) shall go to the constituent university without prejudice to such policies or arrangement that the constituent university may have with respect to sharing its allocation of the net income with the department/s or unit/s from which the intellectual property originated.

The term royalty as used in this Policy is understood to mean royalty as defined by the Magna Carta for Scientists, Engineers, Researchers and other S and T personnel in the Government (R.A. 8439) and its Implementing Rules and Regulations and shall be net of applicable taxes.

(3) Upfront, milestones and other payments – Determination of the sharing of revenues from IP commercialization agreements, other than royalties which shall be governed by the section above, such as upfront, milestones and other similar payments, between the U.P.
System, the constituent university and inventors, authors or creators structured into a deal shall be governed by the appropriate agreements pursuant to the provisions of the Technology Transfer Act after consideration of all expenses incurred in protecting the intellectual property, as well as for maintenance, possible litigation and other costs.

All other expenses such as administrative costs, filing fees, costs relating to the production, distribution, advertising, maintenance and similar expenses of the work or invention shall be for the account of the constituent university and shall be taken from its share in the royalties and other payments. In the disposition of any royalty income accruing to the university from copyrights or patents, first consideration shall be given to support research activities.

If the university receives shares in a company as consideration for any intellectual property commercialization agreement, the shares the university obtains will be held by the university and the proceeds from the liquidation of the shares shall be distributed to the author(s)/inventor(s)/creator(s) according to the same ratio above. An author/inventor/creator may also request to hold his/her portion of the share in his/her own name, in which case such inventor shall no longer be entitled to any proceeds from the liquidation of the remaining shares by the university.

The share of the university in the royalty and other revenues mentioned above shall be constituted as a revolving fund for use of the university, deposited in an authorized government deposit bank subject to accounting and auditing rules and regulations. Said revolving fund shall be used to defray intellectual property management costs and expenses including professional fees and to finance research and development, science and technology capability building and technology transfer activities, including operation of technology licensing offices. Provided, that no amount of said income shall be used for payment of salaries, bonuses and allowances.

(4) **Portability of shares** – Shares in royalty and other revenues such as upfront, milestones and other payments shall be payable to the
creator(s)/inventor(s) of the IP even after retirement, termination of their employment with the university or their contract of service or in the case of students after their graduation from the university; provided further, that said creator(s)/inventor(s) have not been dismissed from the university because of violation of provisions of this policy (e.g., selling or compromising university trade secrets). The department/institute from which the invention originated shall also continue to receive its shares in royalty and other payments.

(5) *Use of copyright, patents and other intellectual property rights of the university* – Pursuant to its public function, the university shall not enter into any kind of contractual arrangement that would deter the public in general from having reasonable access to the works or inventions. Non-exclusive licensing, through which a license may be granted to more than one licensee, is preferred but in some cases, as when significant investments of time and resources are needed to bring the technology to market, an exclusive license may be necessary and appropriate as the same will provide an incentive to the licensee to bear the risks of further development (e.g., in drug discovery and development).

(6) *University Contracts*

a) All contracts for research and the production of creative works, regardless of source of funding, should include provisions for ownership of intellectual property rights and resulting tangible materials, means for the determination of authorship as well as processes for settling disputes on authorship or inventorship.

b) No allocation of funds from the university shall be made for research and the production of creative works unless the same are covered by contracts containing the provisions required under (a) above.
ARTICLE 9
TECHNOLOGY TRANSFER AND BUSINESS DEVELOPMENT OFFICE

(1) Creation of the TTBDO – To implement these rules, the existing Technology Licensing Office (TLO) under the Office of the Vice President for Development shall be named and re-structured as the “Technology Transfer and Business Development Office (TTBDO)”, in line with the evolution of the structure of most university technology transfer offices worldwide.

(2) Composition of the TTBDO – At the minimum, the TTBDO shall be composed of a Director who shall report directly to the Vice President for Development, an administrative officer, at least 3 program development associates (PDA's) who may assume the role of technology assessment managers and/or business development managers (representing different industry sectors), legal counsel on intellectual property and/or corporate law, and administrative assistant(s). The functions of the TTBDO shall be performed by the Director. The PDA's shall assist the Director in the performance of such functions and the Director, in order to effectively carry out the mandate of the office, may delegate specific functions of the TTBDO to a PDA or PDA's.

(3) Functions of the TTBDO – The TTBDO shall have the following functions:

a) Supervise the disclosures of all works created and inventions conceived or first reduced to practice by all university personnel;

b) Facilitate the execution of agreements, affidavits, applications, complaints, and other documents relating to works and inventions necessary to facilitate the university's intellectual property rights;

c) Coordinate with the appropriate legal office of the UP System or any of its constituent universities with respect to requests for the filing of cases to protect and enforce the university's intellectual property rights;
d) Make deposits on copyright and file and prosecute the appropriate intellectual property applications including those for the protection of plant varieties on behalf of the university;

e) Advise on the best stage at which a technology or invention should be out-licensed. This is with full regard to the university's responsibility of providing the public with reasonable access to the technology or invention while receiving a reasonable return on investment;

f) Assist university researchers and business/other organizations seeking technology solutions by brokering licensing agreements, from initial negotiations to concluding contracts;

g) Assist university researchers in in-licensing particular technologies required for commercializing their inventions and/or for product development.

h) Assist university researchers in obtaining non-assert agreements, entering patent pools, negotiating royalty ceilings and floors and other business-to-business negotiations;

i) Advise university researchers on the best route to market for a particular technology or invention. This can take the form of, among others: licensing, co-development, joint venture, university subsidiary, or spin-off company.

j) Negotiate with university faculty, researchers, staff and students with respect to the development of independently owned technologies after a determination of their commercial potential for purposes of registration, licensing, joint venture or other technology transfer arrangements.

k) Assist in securing research collaborations with and funding from commercial enterprises;

l) Assist in doing due diligence on the best partners for collaborative research and development, taking into consideration their expertise, product portfolio and priorities, track record, and financial status.
m) Help leverage the university brand and specialist expertise across subject areas in securing consultancy contracts for faculty and staff. Corollary to this, the TTBDO shall ensure that university intellectual property is not compromised during the provision of consultancy services;

n) Review and recommend, upon consultation with the appropriate units of the constituent universities, appropriate intellectual property policies for the university, including possible legislative initiatives in this area;

o) Promote a culture of innovation and entrepreneurship in all UP campuses through the provision of training courses and seminars on intellectual property and invention disclosure, management of technology and innovation, company formation, technology valuations, and the conduct of business plan competitions, business surgeries, etc.

p) Such other related and necessary functions in order to carry out the mandate of the office such as the issuance of primers, frequently asked questions and other similar documents regarding this policy and other intellectual property matters.

(4) Request for Assistance – the Vice President for Development through the Chancellors may request assistance from any department or unit of the university that can provide expert advice on any trade or discipline that will be the subject of any patent application, litigation, evaluation of the commercial value of the work or invention or any aspect of the work of the Technology Transfer and Business Development Office.

(5) Relation to Other System Units

a) The Office of the Vice President for Legal Affairs of the UP System and the legal offices of the constituent universities shall have sole jurisdiction to prosecute and defend actions relating to the university's intellectual property rights. Legal interpretations of the University General Counsel of constitutional, statutory and university regulations shall be
binding on the university unless overturned by the President of the university or the Board of Regents

b) The Office of the Vice President for Public Affairs shall have jurisdiction to lobby for or advocate any possible executive issuance or legislation.

(6) *Relation to Constituent Universities* – The TTBDO serves as an assisting and coordinating unit for the constituent universities on matters relating to intellectual property protection. Nothing in this policy shall prevent a constituent university from performing the functions mentioned in article 9 (3) subject only to system-wide coordination.

**ARTICLE 10**
**ADDITIONAL PENALTIES**

Aside from penalties which may arise from the violation of any other law or university policy or guideline, any person found to have violated any of the provisions of this policy shall suffer the following penalties:

(1) Ineligibility for research grants from the university or any of its affiliated foundations for a period not to exceed five years;

(2) Automatic removal of research load credits and ineligibility to receive these benefits for a period not to exceed five years;

(3) Removal from any university administrative position and disqualification for any administrative position for a period not exceeding five years;

(4) Ineligibility for outside teaching activities or the privilege to practice profession for a period not exceeding five years.
ARTICLE 11
REPEALING CLAUSE

This Policy expressly repeals the following policies approved by the Board of Regents: (1) Policies, Rules and Regulations Governing Copyrightable and Patentable Works Produced by University Personnel approved during its 982nd Meeting (2) Creation of the University Intellectual Property Office approved during its 1109th Meeting (3) Creation of the Technology Licensing Office under the Office of the Vice President for Planning approved during its 1144th Meeting and (4) Governing Principles and Policies on Intellectual Property Rights of the University of the Philippines System approved during its 1171st Meeting. All other university policies inconsistent with this policy are repealed accordingly.

ARTICLE 12
EFFECTIVITY

(1) Conditions for Effectivity – This policy shall take effect after

   a) An extensive information and education campaign to be led by the Office of the Vice President for Development in coordination with the various system units and the Chancellors of the constituent universities, which shall commence no later than the first Monday of the month from the approval of this policy by the Board of Regents;

   b) The publication of this policy

      i. In the web page of the University of the Philippines System

      ii. In the University of the Philippines Gazette

      iii. In the Forum or Newsletter or Collegian; and

   c) The deposit of the guidelines with the Office of the National Administrative Register at the UP Law Center.

(2) Effectivity – This policy shall take effect on 03 June 2011, as approved by the Board of Regents during its 1269th meeting.
This Policy expressly repeals the following policies approved by the Board of Regents:

1. Policies, Rules and Regulations Governing Copyrightable and Patentable Works Produced by University Personnel approved during its 982 Meeting
2. Creation of the University Intellectual Property Office approved during its 1109 Meeting
3. Creation of the Technology Licensing Office under the Office of the Vice President for Planning approved during its 1144 Meeting

All other university policies inconsistent with this policy are repealed accordingly.

For further inquiries, please contact:

Technology Transfer and Business Development Office
University of the Philippines System
Quezon Hall, UP Diliman Campus
Diliman, Quezon City 1101

Tel. No. (632) 928-2665
(632) 981-8500 loc. 2542

E-mail: techtransfer@up.edu.ph
The Office of the Secretary of the University

Prof. Lilian A. De Las Llagas, PhD, LLB
Secretary of the University and of the Board of Regents

Prof. Teresita C. Mendoza, PhD (January 2011 – March 2012)
Prof. Virginia R. Ocampo, PhD (as of 1 April 2012)
Assistant Secretary of the University

Mr. Ricardo V. Ozoa
Executive Assistant IV

Ms. Carla V. Noroña
Executive Assistant III

Ms. Rosalinda G. Navaja
Board Secretary III

Ms. Mary A. Espejo
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Administrative Officer V

Mr. Levi Rodolfo R. Lusterio
Senior Communications Development Officer III

Ms. Jovita P. Fucio
Board Secretary II

Ms. Candelaria A. Bachini
Senior Administrative Assistant I

Ms. Marissa P. Guzman
Administrative Assistant V

Mr. Dante C. Cegueria
Administrative Assistant II

Mr. Jose Jude A. Yapit
Administrative Assistant II

Mr. Cenon E. Maximo
Administrative Assistant I

Mr. Cesar R. Nilo
Administrative Assistant I

Ms. Virginia A. Olivera
Administrative Aide IV

Mr. Angelito A. Santos
Administrative Aide IV

Mr. Glenn D. Bilbao
Administrative Officer I

Mr. Jobert T. Bernal
Casual Worker

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Editors
Prof. Virginia R. Ocampo, PhD
Prof. Lilian A. De Las Llagas, PhD, LLB

Editorial Consultant
Prof. Lourdes M. Portes, PhD

Production Staff
Anna Marie R. Demeterio
Levi Rodolfo R. Lusterio

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