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ADMINISTRATIVE ISSUANCES

ADMINISTRATIVE ORDERS

Administrative Order No. PERR-05-69: Renewal of Contracts

To: All Vice Presidents

All Chancellors

All renewal of existing contracts should be negotiated at least one (1) year before its expiration. Any contract that requires approval by the President of the University or the Board of Regents (BOR) should be endorsed to the Office of the President at least six (6) months before the expiration of the original contract.

Please be reminded that the effectivity of any contract requiring the approval of the BOR should take effect only after the BOR meeting that approves the recommendation. This should be clearly indicated in the provisions of the contract.

For your information.

3 November 2005

(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR-05-70: Reconstitution of the Committee on Professor Emeritus Appointments

The Committee on Professor Emeritus Appointments is hereby reconstituted with the following as members until 31 December 2006.

- Dr. Cynthia Rose Bautista, UP Diliman
- Dr. Ernesto Carpio, UP Los Baños
- Dr. Benjamin Vitasa, UP Manila

The Vice President for Academic Affairs shall serve as Chair, *ex officio*.

The Committee shall evaluate the recommendations of the Constituent Universities and recommend to the President the appointment of those qualified for the title Professor Emeritus.

7 November 2005

(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR-05-75: Creation of a U.P. Cebu College Advisory Council

To: All Concerned

As articulated in *U.P. Plan 2005-2011*, one of the ways by which the University will mark its centenary is by strengthening selected UP units. In my investiture speech, I have identified the UP Cebu College as one of the units we will strengthen. To pursue this thrust, I hereby create a UP Cebu College Advisory Council under the terms cited below:

The Functions of the Council

The Council shall serve as a sounding board for UP Cebu College faculty and officials, as well as higher UPV and UP authorities, on the academic programs and priorities of the University of the Philippines in the province of Cebu. Specifically, the Council shall perform the following functions:

1. Convene at least once a year to review the performance, plans and programs of the College;
2. Make recommendations to higher officials of the University on matters pertaining to the College, when appropriate or when requested to do so;
3. Assist the Dean, the UPV and UP Administration in establishing contacts and linkages with various constituents of the College when this may be useful in the execution of the latter's programs and/or generating support for the same;

4. Assist UPV and UP Administration, to the extent possible, in generating funding support from alumni and other sources, for the College; and
5. Perform such other advisory assistance, whether collectively or individually, as may be requested by the faculties and academic officials of UP from time to time.

Composition

The Council shall be composed of the following:

Dr. Jose V. Abueva
Chancellor Glenn D. Aguilar
Dr. Magdaleno Albarracin, Jr.
Mr. Jesus N. Alcordo
Chief Justice Hilario G. Davide, Jr.
Atty. Manuel S. Go
Mr. Robert Go
Dr. Francisco Nemenzo

Term of Office

The term of office of each original member is three years.

Future members/replacements of the Council shall be appointed by the President of the University, preferably upon the recommendation of the Dean of UP Cebu College and the Chancellor of UP Visayas. Future appointees shall serve for a term of two years, renewable with the consent of the member.

Presiding Officer and Secretariat

The President of the University shall preside over meetings of the Council. The President's Executive Assistant shall serve as the Council Secretary.

Financial Support

The members of the Council shall serve without compensation. However, they shall be entitled to free airfare and hotel accommodation whenever the Council convenes in UP Cebu College. Such expenses shall be charged against the Committee Fund of the Office of the President.

23 December 2005

(Sgd.) EMERLINDA R. ROMAN
President

MEMORANDA

Memorandum No. PERR-05-33: System Committee on Faculty Promotions 2005

To: VPAA Amelia P. Guevara

All VCAAs

Please constitute yourselves into a System Committee, with VP Guevara as Chair, to evaluate recommendations for promotions involving faculty who will cross ranks (from Assistant to Associate Professor and Associate to Professor) and Faculty Affiliates. Please submit your recommendations to my Office on or before November 11, 2005.

For UP Los Baños, UP Manila, and UP Visayas, since there might be new VCAAs appointed in November, the current VCAAs and the newly appointed VCAAs will be members of the committee to provide continuity.

5 October 2005

(Sgd.) EMERLINDA R. ROMAN
President

Memorandum No. PERR-05-36: Year-End Benefits

To: All Chancellors

We are pleased to inform you that in its 1203rd meeting, the Board of Regents approved the grant of P5,000 merit incentive to all qualified UP Employees.

In the same meeting, the Board also confirmed the President's approval of merit promotion for 2005.

Earlier, the President's Advisory Council has also agreed to start processing the monetization of leave credits of up to ten (10) days, subject to the respective Constituent Universities' guidelines on monetization.

To enable UP faculty and staff to receive all these benefits in time for the Christmas season, we encourage all the CUs to ensure that these benefits will be paid out within the following period:

Merit Incentive	Starting First Week of December (December 1-7)
Monetization of Leave Credits	Starting Second Week of December (December 8-15)
Promotion Differential	Starting Third Week of December (December 16-21)

We hope that these benefits will bring more cheer to our faculty and staff as they celebrate the spirit and the joy of sharing this Christmas.

24 November 2005

(Sgd.) EMERLINDA R. ROMAN
President

Memorandum No. PERR-05-37: Grant of Merit Incentive of Five Thousand Pesos (P5,000) to All Qualified U.P. Personnel for CY 2005 as Approved by the Board of Regents at its 1203rd Meeting on 24 November 2005

To: All Vice Presidents, Chancellors, Heads of Units, Faculty and Staff

Background

The merit incentive is given annually to qualified UP personnel. This is to recognize their dedicated service to the University and inspire them to be more efficient, creative and caring.

1. Coverage

1.1 UP personnel regardless of salary or appointment status (whether regular, permanent, temporary, contractual, casual or substitute status including lecturers, all Non-UP contractuels whose services are drawn from the MOOE or trust funds or other funds as long as these were obligated for merit incentive) who have rendered at least four (4) months of service to the University as of 24 November 2005 shall be granted Five Thousand Pesos (P5,000) each.

1.2 Full-time U.P. personnel who have served for less than four (4) months as of 24 November 2005 shall be entitled proportionately. Likewise, part-time personnel including lecturers shall be entitled to one-half (1/2) of the benefits of full-time personnel.

2. Exemptions

The following shall **not be entitled** to the merit incentive grant.

- 2.1 Those who may have four (4) months or more of service but were no longer in the service prior to or as of **24 November 2005** due to retirement/resignation/separation/death or for whatever reasons;
- 2.2 Those under preventive suspension as of 24 November 2005;
- 2.3 Those who were meted suspension from office in calendar year 2005 for litigated administrative cases;
- 2.4 Those who were meted suspension from office in calendar year 2004 for litigated administrative case which suspension extended to calendar year 2005;
- 2.5 Those who were absent without official leave (AWOL) as of 24 November 2005; and
- 2.6 Those who were not hired as part of the organic manpower of U.P. such as consultants or experts serving for a limited period to perform specific activities or services with expected outputs; apprentices; laborers of contracted projects; those paid by piecemeal basis; and others similarly situated.

3. Amount of Merit Incentive Grant

For full time personnel

- 3.1 The merit incentive grant shall be Five Thousand Pesos (P5,000) per employee for those who have rendered at least four (4) months of service to U.P. as of 24 November 2005.
- 3.2 Those who have rendered less than four (4) months of service but at least one (1) month as of 24 November 2005 shall receive pro-rated share of the merit incentive grant as follows:

Less than 1 month	0%
1 month but less than 2 months	10%
2 months but less than 3 months	30%
3 months but less than 4 months	50%

4. Merit Incentive Grant of Project Personnel

Notwithstanding the provisions of 2.6 above, personnel employed in research projects or any type of projects shall be paid the merit incentive authorized provided funds are available in the budget of the projects under which they are employed.

5. Date of Payment

Payment of the merit incentive shall be starting first week of December.

24 November 2005

(Sgd.) EMERLINDA R. ROMAN
President

DECISIONS OF THE BOARD OF REGENTS

1202ND MEETING, 27 OCTOBER 2005

APPOINTMENTS

The Board **approved** the appointments of the following:

UNIVERSITY OFFICIALS

U.P. Los Baños

Rita P. Laude, Vice-Chancellor for Instruction, effective 1 November 2005 to serve at the pleasure of the Chancellor

Roberto F. Rañola, Jr., Vice-Chancellor for Administration, effective 1 November 2005 to serve at the pleasure of the Chancellor

Enrico P. Supangco, Vice-Chancellor for Research and Extension, effective 1 November 2005 to serve at the pleasure of the Chancellor

Ruben D. Tanqueco, Vice-Chancellor for Planning and Development, effective 1 November 2005 to serve at the pleasure of the Chancellor

Lucrecio L. Rebugio, Vice-Chancellor for Community Affairs, effective 1 November 2005 to serve at the pleasure of the Chancellor

Ma. Stella C. Tirol, Director, Office of Public Relations, effective 1 November 2005 until 31 October 2008

U.P. Manila

Josefina G. Tayag, Vice-Chancellor for Academic Affairs, effective 1 November 2005 to serve at the pleasure of the Chancellor

Orlino O. Talens, Vice-Chancellor for Administration, effective 1 November 2005 to serve at the pleasure of the Chancellor

Zorayda E. Leopando, Vice-Chancellor for Planning and Development, effective 1 November 2005 to serve at the pleasure of the Chancellor

Lulu C. Bravo, Vice-Chancellor for Research and Executive Director, National Institutes of Health, effective 1 November 2005 to serve at the pleasure of the Chancellor

Nymia P. Simbulan, Director, Office of Student Affairs, effective 1 November 2005 until 31 October 2008

U.P. Visayas

Diana S. Aure, Vice-Chancellor for Academic Affairs, effective 1 November 2005 to serve at the pleasure of the Chancellor

Marilyn Z. Alcarde, Vice-Chancellor for Administration, effective 1 November 2005 to serve at the pleasure of the Chancellor

Ma. Luisa E. Mabunay, Vice-Chancellor for Research and Extension, effective 1 November 2005 to serve at the pleasure of the Chancellor

Crispino A. Saclauso, Vice-Chancellor for Planning and Development, effective 1 November 2005 to serve at the pleasure of the Chancellor

TRANSFER TO PERMANENT STATUS

U.P. Diliman

Robert Raymund F. Aenlle, Assistant Professor 1, U.P. Integrated School, College of Education, effective 27 October 2005

Paul M. Mabaquiao, Assistant Professor 1, U.P. Integrated School, College of Education, effective 27 October 2005

Grace G. Perez, Assistant Professor 5, School of Statistics, effective 27 October 2005

U.P. Los Baños

Esther Joy N. Arroyo, Assistant Professor 1, College of Human Ecology, effective 27 October 2005

Mary Joy N. Gordoncillo, Assistant Professor 3, College of Veterinary Medicine, effective 27 October 2005

Niño Jose Mateo, Assistant Professor 1, College of Arts and Sciences, effective 27 October 2005

U.P. Manila

Rosa Maria I. Llanes, Assistant Professor 3, College of Arts and Sciences, effective 27 October 2005

Lotus D. Llavore, Assistant Professor 3, College of Dentistry, effective 27 October 2005

U.P. Visayas

Christopher Marlowe A. Caipang, Assistant Professor 5, Institute of Aquaculture, College of Fisheries and Ocean Sciences, effective 27 October 2005

**REAPPOINTMENT BEYOND
COMPULSORY RETIREMENT AGE OF 65**

U.P. Diliman

Jose N. Endriga, Professorial Lecturer 5, National College of Public Administration and Governance, effective 1 November 2005 until 30 April 2006

FINANCIAL MATTERS APPROVED

Reprogramming of the Amount of P10,230,000.00, Obligated in CY 2004 under Fund 164 for Customs Duties and Taxes for the Proposed Importation of Equipment for the Project "Creation of National Eye Referral Center" of the Philippine General Hospital, U.P. Manila

Reprogramming of the amount of P10,230,000.00, obligated in CY 2004 under Fund 164 for customs duties and taxes for the proposed importation of equipment for the project "Creation of National Eye Referral Center" of the Philippine General Hospital, U.P. Manila, certified as available by the U.P.-PGH Chief Accountant

Personal Services	-	P 3,000,000.00
Maintenance & Other Operating Expenses	-	230,000.00
Capital Outlay	-	<u>7,000,000.00</u>
Total	-	P10,230,000.00 =====

The amount shall be utilized for commutation of leave credits, insurance for the building and equipment and renovation of the Faculty Medical Arts Building.

Any obligations/disbursements from this amount shall be subject to the usual accounting and auditing rules and regulations.

Request of the President for Authority to Approve Faculty and Staff Promotions Subject to Confirmation in the Next Meeting of the Board

The Faculty Merit Promotion Fund was approved by the Board of Regents at its 1198th meeting on 28 July 2005.

At its 1199th meeting on 26 August 2005, the Board approved the revised allocation for the use of the 2005 Merit Fund. On 31 August 2005, through Memorandum No.: ERR-05-25, President Roman announced the availability of faculty and staff promotions.

The Department of Budget and Management (DBM) has given the University until 15 November 2005 to submit the approved lists of faculty and staff promotions before it releases the required funding. Time constraint prevents the CUs from submitting their lists to the Board in time for the latter's October meeting. Thus, it is requested that the President be authorized to approve promotions particularly those at the Associate and Professor levels, subject to confirmation by the Board in its next meeting. This is to enable the University to meet the 15 November deadline set by the DBM.

Reprogramming of U.P. System Administration's P72,152,017.44 Representing the Unexpended Balances of Prior Years' Obligations

Reprogramming of U.P. System Administration's P72,152,017.44 representing the unexpended balances of prior years' obligations, as certified available by the Chief, System Accounting Office

U.P. Scientific Productivity System Endowment Fund	P50,000,000.00
Maintenance and Other Operating Expenses	15,152,017.44
Equipment Outlay	4,500,000.00
Capital Outlay	2,500,000.00
Total	P72,152,017.44 =====

It is understood that any obligations/disbursements that will be made against this appropriation shall be subject to the usual accounting and auditing rules and regulations.

Realignment of the Reprogrammed Funds of the U.P. System Administration in the Total Amount of P28,828,879.32

Project	Expense Class FROM	Expense Class T O	Project Cost
A.1. UPLB-MOOE for UPLB Gym	Capital Outlay (CO) - P12,603,894.71	Maintenance and Other Operating Expenses (MOOE)	P10,603,894.71
A.2. UPLB-Equipment Outlay for generator, transformer, and sports equipment		Equipment Outlay (EO)	2,000,000.00
A.3. UPLB-Development and Production of Multi Media Instructional Materials	Equipment Outlay (EO) - P 1,000,000.00	Maintenance and Other Operating Expenses (MOOE)	1,000,000.00
	----- P13,603,894.71		----- P13,603,894.71
B.1. UP Diliman-College of Engineering Library & Computer Science Building	Personal Services (PS) - P10,390,163	Capital Outlay (CO)	P 7,680,516.00
B.2. UP Diliman - School of Economics Comfort Rooms	Capital Outlay (CO) - P 4,834,821.61		2,000,000.00
B.3. UP Baguio - College of Social Sciences Building			6,680,516.00
	----- P 15,224,984.61 ¹		----- P16,361,032.00
Total	P28,828,879.32		P29,964,926.71

It is understood that any obligations/disbursements that will be made against this appropriation shall be subject to the usual accounting and auditing rules and regulations.

¹ Difference of P1,128,396.39 will be taken from the new reprogrammed funds.

MEMORANDA OF AGREEMENT

The Board **confirmed** the following agreements:

Note: These contracts/agreements have gone through the standard University process from the Constituent University (CU) concerned and the University System. In cases where there were irregularities or inconsistencies with present laws, rules, regulations and processes, the documents were returned for review of or to exact compliance by the concerned.

U.P. System**Service and Supplemental Agreements with Primeworld Digital Systems, Inc.**

Service and Supplemental Agreements entered into by and between U.P. System and Primeworld Digital Systems, Inc.

Project: Electronic communications and internet services

Particulars:

Rights and responsibilities of U.P.:

- U.P. shall provide its own gateway router
- U.P. agrees to Pacific's Acceptable Use Policy, insofar as it is not inconsistent with its own Acceptable Use Policy. In case of conflict, the Acceptable Use Policy of U.P. shall prevail.
U.P. shall:
 - Be responsible for the set-up or configuration of its equipment for access to the Service;
 - Provide, at its own cost and expense, the necessary system hardware and software for the U.P.'s computer set-up and ensure that the same meet the requirements of Pacific; and

- Comply with all notices and instructions given by Pacific from time to time with respect to the use of the Service.
- Provide Letter of Authorization for its representative acting in its behalf for the use of the Service;
- Be solely responsible for the proper care of all equipment, facilities or software in UP's possession or that of its customers, agents or representatives, provided by PACIFIC under this Agreement. UP shall be liable to PACIFIC for all damages suffered by the latter for any loss or destruction of such equipment, facilities or software arising from the fault or negligence of UP or its customers, agents or representatives. UP has the obligation to return the equipment, facilities or software upon lawful demand by PACIFIC;
- Comply with the rules of any network, which UP accesses through the Service and hold PACIFIC free from any liability arising from any violation of such rules;
- Be solely responsible for all information retrieved, stored and transmitted through the Service;
- Take all necessary measures as may be necessary - including changing of the password from time to time - to protect the secrecy of the User ID and/or password and ensure that the same are not revealed to any unauthorized person(s). PACIFIC shall at all times be free from any liability arising from any damages suffered by UP as a result of any unauthorized disclosure or use of such User ID and/or password without fault or negligence on the part of PACIFIC;
- Not engage in the commercial reselling of Internet access to individual or corporate clients, unless with prior written consent of PACIFIC; and

- j. Abide by the generally accepted standards of conduct and usage of the service by not sending or transmitting electronic messages with the following content: (1) libelous, defamatory, invades privacy, stalks, obscene, pornographic, racist, abusive, harassing, threatening or offensive, (2) seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise, (3) infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity, (4) violates any law or may be considered to violate any law, (5) advocates or promotes illegal activity, (6) impersonates or misrepresents connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content, (7) advertises any commercial endeavor (e.g., conducting false raffles or contest, displaying sponsorship banners, and/or soliciting goods or services) that violates the Customer Act of the Philippines, (8) programs with viruses, worms and/or 'Trojan Horses' or any other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware and telecommunications, (9) mounts to an illegal and/or fraudulent networking activity, and (10) other such acts that violate the law.

Rights and responsibilities of PACIFIC:

- a. PACIFIC agrees to provide U.P. with the following:
1. Internet access. Pacific agrees to provide 8192 kbps guaranteed symmetric Internet access. A 8192 kbps local loop between U.P. Diliman and Pacific (The Taipan Place) shall be provided via wired dedicated leased lines. Bandwidth should be provisioned and guaranteed from the termination point at the University of the Philippines at Diliman, Quezon City, through Pacific's network, all the way to the last-hop router owned or controlled by Pacific prior to its upstream US-based Internet provider or Internet peering points, as may be applicable.
 2. Clear channel internet connection with no intervening proxies and no packet filtering, except for the purpose of ensuring that only pockets bearing legitimate source IP addressed of U.P. routed through the Internet connection.
 3. Continuous Internet access, 24 hours per day, 7 days per week, unless interruption is caused by circumstances beyond the control of, or without, Pacific's fault or not caused by gross negligence of Pacific;
 4. Routing services. Pacific agrees to provide routing services for inbound and outbound traffic to and from U.P., such that traffic destined for ISPs locally peering with Pacific shall not be routed through the dedicated Internet path, but through Pacific's local backbone. In addition, any IP blocks and AS number(s) assigned to U.P. shall be advertised to the Internet through Pacific's routers, and BGP reach ability shall be provided.
 5. Bandwidth monitoring. Pacific agrees to provide a network management interface, accessible to U.P., which shall allow the latter to monitor compliance with bandwidth agreements. A Multi-Router Traffic Grapher (MRTG) web page shall be sufficient for this purpose.
 6. Technical Support. Pacific agrees to provide 7 x 24 on-call technical support for problems related to the services contracted herein, except for the following:
 - Problems associated with a remote party that U.P. is trying to communicate with;
 - Circumstances consequent to any fortuitous events such as fire, earthquake, natural calamities, and other circumstances or factors beyond the control of Pacific; and
 - Problems from the router going into U.P.'s local area network.

PACIFIC agrees to respond to trouble reports:

- For phone-In, Technical Support Engineer shall attend to U.P.'s technical concerns anytime U.P. calls Pacific;
 - In the event that the problem is within Pacific, U.P. shall be provided an update every two (2) hours or less;
 - If the problem is within the last mile provided (Telco), U.P. shall be provided an update every (2) hours or less, depending on the information from the Telco.
 - All troubles reported by U.P. via e-mail shall be replied to within 24 hours.
 - Pacific shall provide U.P. on-site technical assistance within 24 hours from request, upon completion of installation and acceptance of service, at the rates charged by Pacific for on-site technical support.
7. Provide U.P. with the services as specified in this Service Agreement;
 8. Provide U.P. with information and technical assistance necessary to configure U.P.'s computers with the following capabilities: Electronic mail (e-mail), World Wide Web (WWW), File Transfer Protocol (FTP);
 9. Inform U.P. at least twenty four (24) hours prior to the monthly or any scheduled maintenance work on Pacific's system, which may or may not interfere with the service;
 10. Guarantee redundant routes to the Internet;
 11. Manage and control access to computer systems and information stored within the Pacific system in a manner considered appropriate by Pacific.

Term: Valid for a period of 12 months from 13 May 2005 to 12 May 2006, unless earlier terminated

Date signed: 26 September 2005

Amendatory Agreement with the National Computer Center (NCC)

Amendatory Agreement entered into by and between the University of the Philippines System through the U.P. Open University and the National Computer Center (NCC)

Project: Lease by U.P. of the Audio-Visual Room (AVR) and Classroom B located on the third and second floors of the NCC Building for the use of its constituent unit, the U.P. Open University (UPOU)

Particulars:

Multimedia Center and Offices

- a. NCC hereby gives U.P. the right to use and occupy, free of charge, the AVR and the former NCI IT Museum (hereafter referred to as the "Leased Premises"), located on the third and second floors respectively, of the NCC Building, for the purpose of setting up the UPOU's Multimedia Center and Offices.

It is hereby agreed that these rights are being granted to U.P. in compliance with the obligation of NCC under Section 4 of the Lease Contract.

Implementation and Other Terms

- b. All existing furniture, equipment and improvements in the leased premises, namely three (3) air conditioning units and approximately one hundred six (106) seats in the AVR, one (1) airconditioning unit and the Venetian blinds existing in the inner portion of the former NCI IT Museum, including the additional venetian blinds that will be installed by NCC in the outer portion of the said room, shall continue to be owned by NCC. However, since the said furniture, equipment and improvements are useful to UPOU for the operation of the production studio of the Multimedia Center and its offices, NCC hereby gives UPOU the right to use the same under such reasonable terms and conditions the Parties may agree upon."

Effectivity: Effective upon signing of the Amendatory Agreement

Date signed: 12 August 2005

U.P. Diliman

Memorandum of Academic Cooperation with Nagasaki University

Memorandum of Academic Cooperation entered into by and between U.P. Diliman and Nagasaki University

Project: Academic and Educational Cooperation

Particulars:

Both universities agree to develop the following collaborative activities in academic areas of mutual interest, on the basis of equality and reciprocity:

- a. Exchange of faculty, researchers and other research and administrative staff;
- b. Exchange of students;
- c. Conduct of collaborative research projects;
- d. Conduct of lectures and symposia;
- e. Exchange of academic information and materials; and
- f. Promotion of other academic cooperation, as mutually agreed upon.

Effectivity: Valid for a period of three (3) years commencing on 10 April 2004

Date signed: 29 September 2005

Memoranda of Agreement with the Department of Education (DepEd)

Memoranda of Agreement entered into by and between U.P. Diliman through the College of Education (UP-CED) and the Department of Education (DepEd)

a. Summer Graduate Scholarship Program Leading to a Degree of Master of Arts in Education major in General Science for fifteen (15) Elementary Science teachers

Particulars:

DepEd shall do the following tasks:

- a. Select the teachers who will be the recipients of the program;
- b. Promulgate the necessary rules and regulations for the grant of scholarships and the terms of conditions thereof;
- c. Provide stipend for teacher-scholars who will participate in the program;
- d. Provide funds for the payment of tuition and other school fees, management fees plus overhead fee (15% of the total amount), in the total amount of P765,658.50 for the 15 participants; and
- e. Remit the amount due directly to the UP-CED in two installments.

UP Diliman through the College of Education shall do the following tasks:

- a. Provide a graduate program in Education (with thesis) and conduct the Summer Master's Program leading to a Degree of Master of Arts in Education (MAEd) major in General Science;
- b. Provide the venue, facilities, competent faculty and academic resources for the duration of the program
- c. Provide the DepEd Scholarship Committee with periodic reports on the performance and status of the scholars and final evaluation of the program; and
- d. Award the Diploma for the degree of Master of Arts in Education, major in General Science to the scholars after completion of all academic and other requirements of the program.

Effectivity: Upon signing by the parties and shall be valid for a maximum period of three (3) years

Date signed: 6 September 2005

b. Summer Graduate Scholarship Program Leading to a Degree of Master of Arts in Education, major in Elementary Mathematics for twenty three (23) Elementary Mathematics teachers

Particulars:

DepEd shall do the following tasks:

- a. Select the teachers who will be the recipients of the program;
- b. Promulgate the necessary rules and regulations for the grant of scholarships and the terms of conditions thereof;
- c. Provide stipend for teacher-scholars who will participate in the program;
- f. Provide funds for the payment of tuition and other school fees, management fee plus overhead fee (15% of the total amount), in the total amount of P1,055,824.20 for the 23 participants; and
- g. Remit the amount due directly to the UP-CED in two installments.

UP Diliman through the College of Education shall do the following tasks:

- a. Provide a graduate program in Education (with thesis) and conduct the Summer Master's Program leading to a Degree of Master of Arts in Education (MAEd) major in Elementary Mathematics;
- b. Provide the venue, facilities, competent faculty and academic resources for the duration of the program;
- c. Provide the DepEd Scholarship Committee with periodic reports on the performance and status of the scholars and final evaluation of the program; and
- d. Award the Diploma for the degree of Master of Arts in Education, major in Elementary Mathematics to the scholars after completion of all academic and other requirements of the program.

Effectivity: Upon signing by the parties and shall be valid for a maximum period of three (3) years

Date signed: 6 September 2005

Memorandum of Agreement with Instituto Cervantes (Instituto)

Memorandum of Agreement entered into by and between U.P. Diliman and Instituto Cervantes (Instituto)

Project: Academic cooperation

Particulars:

UP Diliman and Instituto agree to exert their best efforts to achieve the following forms of cooperation:

- a. Participation in education, training, meetings and seminars on the invitation of the institution organizing the activity;
- b. Exchange of expertise and information in teaching programs as well as in the late-breaking development in methods and techniques of language pedagogy;
- c. Assistance in the development of new areas of activities and manpower in those areas for the benefit of the two institutions;
- d. Joint efforts in carrying out a program of publishing studies, research, creative work and translation to further push each other's campaign for academic enrichment;
- e. Exchange of publication, research and scholarly papers which are available; and
- f. Access to both institution's research facilities as may be needed to fulfill the spirit and intent of the foregoing purposes.

Effectivity: Effective for a period of three (3) years from date of signing

Date signed: 23 September 2005

Memorandum of Agreement with the Government Service Insurance System (GSIS)

Memorandum of Agreement entered into by and between U.P. Diliman and the Government Service Insurance System (GSIS)

Project: GSIS Scholarship Program

Particulars

Obligations of the GSIS:

- a. Select the grantees for all the available scholarship slots based on

the results of the final qualifying examination to be administered by the Center for Educational Measurement, a non-stock, non-profit organization engaged by GSIS to administer examinations of applicants to its scholarship program;

- b. To fund the scholarship benefits of the grantee/s for each school year beginning SY 2005-2006 consisting of the following:
 - b.1 Tuition and miscellaneous fees based on actual amounts billed by the University including laboratory fees, library fees, school organ, etc. but in no case shall the fees be more than P30,000 per semester; and
 - b.2 Payment of the scholar's monthly stipend in the amount of P2,000.00

Provided that the scholar maintains the grade requirements and complies with the terms and conditions of the GSIS Scholarship Contract. Provided further, that the Scholar maintains the academic standards/requirements set by the University for its students.

- c. Remit to the University the cost of tuition and school miscellaneous fees not to exceed P30,000.00 limit per semester for the scholar within one (1) month from the actual receipt of the billing statements from the University; and
- d. Endorse to the University, the check payable to the scholar reflecting his/her monthly stipend.
Obligations of the University:
 - a. Submit to GSIS the billing statement of the grantees' tuition and miscellaneous fees for the semester immediately after the end of the enrollment period;
 - b. Monitor the scholar's compliance with the academic standards and requirements set forth by the University and submit to the GSIS the scholar's academic performance for its evaluation;
 - c. Furnish the GSIS with official receipts and summary of disbursement of scholarship benefits at the end of each semester. Any unexpended amount shall be refunded to GSIS; and
 - d. Release to the scholar concerned the check corresponding to his/her monthly stipend as earlier endorsed by the GSIS.

Effectivity: Effective SY 2005-2006

Date signed: 26 August 2005

Memorandum of Agreement with Philippine Council for Aquatic and Marine Research and Development (PCAMRD)

Memorandum of Agreement entered into by and between U.P Diliman through the Marine Science Institute (UP-MSI) and Philippine Council for Aquatic and Marine Research and Development (PCAMRD)

Project: Population Dynamics of Two Model Reef Fishes: Crucial Intermediate Steps to Fisheries Ecosystem Management

Particulars

- a. The DOST support for the Project shall be a total grant of One Million Pesos (P1,000,000.00) to be expended as allocated in the approved Project Line-Item-Budget.
- b. The project shall be undertaken by UPD-MSI and shall be monitored by PCAMRD in accordance with the approved project proposal.

Duration: The project shall be completed within a period of one year and six months, from 1 July 2005 to 31 December 2006

Memorandum of Agreement with Advanced Science and Technology Institute (ASTI)

Memorandum of Agreement entered into by and between U.P Diliman through the U.P. Computer Center (UPCC) and Advanced Science and Technology Institute (ASTI)

Project: GSM Data Terminal Implementation and Customization
Particulars

Responsibilities of ASTI:

- a. Produce sixteen (16) units of the Product. Each unit shall be comprised of the following:
 - PCI card with GSM module

- Antenna with cable
- Short serial cable
- Software CD including SMS software and configuration files for Linux and/or Windows operating system; and
- User manual.

- b. Conduct a one-time orientation on the proper use of the Product for the UPCC staff.

Responsibilities of UPCC:

- a. Pay ASTI the amount of P200,000.00 based on the following schedule:

Upon signing of the agreement	P 120,000.00
Upon acceptance of the 16 units of GSM data terminal from ASTI	80,000.00

Effectivity: Effective upon signing and shall remain in force until the completion of the terms and conditions stipulated in the MOA

Date signed: 30 May 2005

Memorandum of Agreement with Semirara Mining Corporation (SMC)

Memorandum of Agreement entered into by and between U.P Diliman through the College of Engineering and Semirara Mining Corporation (SMC)

Project: Adopt-A-School Program

The DMCI has proposed to UPD the donation of computer units with a total amount of P2.5M, and UPD has accepted the donation for the Civil Engineering Computer Laboratory.

Particulars

Rights and Obligations of UP Diliman

- a. Coordinate with the SMC in the implementation of program services and accept the package of assistance through the UPD College of Engineering;
- b. Take care of the maintenance and repair of the computer units that will be donated by SMC; and
- c. Review and endorse the application of the adopting private entity for tax incentive or tax exemption entitlement to the Revenue District Office.

Rights and Obligations of SMC

- a. To take care of the purchase of the computer units; and
- b. To monitor the utilization of the computer units.

Program Cost/Breakdown: P2,500,000.00

- Hardware (Cost: 1.88M Pesos)
 - 3 units Pentium 4 3.0 Ghz server
 - 40 units Pentium 4 2.26 Ghz Pcs
 - 2 units HO Laser Jet Printers
 - Power supplies, chairs, tables, cables
- Software (Cost: 0.361M Pesos)
 - MS Windows operating systems licenses for servers
 - MS Windows operating systems for PCs
 - Star Office
 - MS Office
- Room Renovation (Cost: 0.259M Pesos)

Duration: October 2005 to November 2005

Date signed: 4 October 2005

Memorandum of Understanding with the Globe Telecom, Inc.

Memorandum of Understanding entered into by and between U.P. Diliman and the Globe Telecom, Inc.

Project: Information and Communication Technology (ICT)

Particulars:

Globe Telecom and the University agree to cooperate and collaborate by engaging in projects on the subject of ICT, which include but not limited to the following areas:

- a. Rural Telecommunications;

- b. Internet Protocol version 6 (Ipv6);
 c. Wireless Telecommunications;
 d. Broadband Networking;
 e. mCommerce and eCommerce;
 f. Next Generation Network Technologies including soft switching;
 and
- g. Network and Information Security
Effectivity: Effective upon confirmation of the Board of Regents for a period of 3 years
Date signed: 7 October 2005

OTHER MATTERS

U.P. Manila's Proposed Reclassification of Non-Teaching Positions with Change in Position Title Only (No Change in Salary Grade and Step)

PSI No.	Unit	Actual Position Title		Recommended Position Title (with conversion to DBM Circular Letter 2004-3 if applicable)		JUSTIFICATION
			SG		SG	
1 UPSB-RO3-23-1998	CAS	Records Officer III	18	Student Records Evaluator III	18	The incumbent is assigned at the Office of the College Secretary, College of Arts and Sciences and her tasks are more of a Student Records Evaluator III. She is supervising the unit's administrative staff.
2 UPSB-LABT 3-73-1998	CM	Laboratory Technician III	10	Records Officer I (Administrative Assistant I)	10	The incumbent is assigned at the Dean's Office of the College of Medicine and handling purely administrative tasks. Specifically, she handles the records-keeping at the Dean's Office.
3 UPSB-LABT 2-229-1998	CM	Laboratory Technician II	8	Administrative Assistant (Administrative Assistant II)	8	The incumbent serves as the Administrative Assistant of a Department at the College of Medicine. She handles purely administrative tasks.
4 UPSB-LABT 2-240-1998	CM	Laboratory Technician II	8	Administrative Assistant (Administrative Assistant II)	8	The incumbent serves as the Administrative Assistant of a Department at the College of Medicine. She handles purely administrative tasks.
5 UPSB-UNIR A2-196-1998	CAD-AO	University Researcher Associate II	14	Records Officer II (Administrative Officer III)	14	The incumbent is assigned at the Alumni Affairs Office. She performs purely administrative functions, mostly on records and database on alumni matters.

Justification

The basis for the proposed modification is the result of the Personnel Effectiveness Audit Program and follows the provisions of DBM Circular No. 2005-5 dated August 16, 2005.

The proposal is in consonance with the DBM Circular Letter 2004-7 Providing Management Flexibilities to State Universities and Colleges.

Board action: Approval

Proposal for the Abolition of the Vacant Household Attendant III Item of the U.P. System's Executive House

Three (3) items shall be reclassified and one (1) new item shall be created as a result of said abolition.

Reclassification

<u>From</u>	<u>To</u>
Clerk III	Data Entry Machine Operator II
Utility Worker II	Household Attendant II
Utility Worker I	Reproduction Machine Operator II

New Item: Reproduction Machine Operator I

The reclassification shall not entail additional funds and will be consistent with the actual duties and functions of the concerned staff occupying the items to be reclassified.

The proposal is in consonance with DBM Letter 2004-7 Providing Management Flexibilities to State Universities and Colleges.

Board action: Approval

Revised Memorandum of Agreement Entered into by and between U.P. Los Baños and Barangay Batong Malake

Subject: Provision of 400 liters of gasoline per month to the official vehicles of Barangay Batong Malake (The Barangay)

Particulars:

1. The Barangay commits its Anfra, Renegade Jeep, Hino Fire Truck, Garbage Trucks, two motorcycles and the Ambulance to be on call on a 24-hour basis and to respond without delay to requests for assistance by UPLB.
2. UPLB shall provide the said Anfra, Renegade Jeep, Fire Truck, Garbage trucks, two motorcycles and the Ambulance of the Barangay a ration not exceeding 400 liters of gasoline every month for the duration of this agreement.
3. The gasoline rations shall be procured/drawn from the COLT-LAGUNA DEVELOPMENT CORPORATION (CLDC) gasoline station located inside the UPLB Campus or any other gasoline station provider in the eventuality that U.P. rescinds its gasoline arrangements with CLDC.
4. The gasoline ration of up to four hundred (400) liters per month shall be procured/drawn in the following manner:
 - a. The fire and garbage trucks including the ambulance shall draw the gasoline thru the University Police Force when the need arises.
 - b. The two (2) motorcycles shall be given five (5) liters each every other day.
5. The University Police Force shall monitor/supervise the UPLB gasoline assistance to the Barangay and shall coordinate all requests with the Barangay Chairman or his duly authorized representative for the use of the ambulance, fire and garbage trucks and other requests for Barangay assistance. The withdrawal of gasoline through the University Police Force shall follow the regular University procedures for gasoline withdrawals.
6. The Barangay shall submit a consolidated monthly report to the University Police Force. Failure to submit the monthly report shall be a ground for withholding the gasoline assistance or for the termination of this agreement.
7. The amount of gasoline ration shall be subject to availability of funds of the University.

Effectivity: Retroactive to 1 January 2005 and shall remain in full force and effect until 31 December 2005 unless pre-terminated

Date signed: 12 October 2005

Board action: Approval

Memorandum of Agreement to Amend the Collective Negotiation Agreement (CNA) Entered into by and between the University of the Philippines and the All U.P. Workers' Union

Subject: Amendment of certain provisions of the Collective Negotiation Agreement entered into by and between the University and the All U.P. Workers' Union

Particulars:

The University and the Union agree and bind themselves to the following:

1. The Union notes and acknowledges that this year's merit promotions include non-academic personnel.
2. The following sections shall be added to Article II (Fringe Benefits) of the existing Collective Negotiation Agreement (CNA)

SECTION 2. THE UNIVERSITY COMMITS TO EXERT BEST EFFORTS TO LOBBY THE DEPARTMENT OF BUDGET AND MANAGEMENT AS WELL AS THE CONGRESS OF THE REPUBLIC OF THE PHILIPPINES TO INCREASE THE PREMIUM PAYMENTS FOR EACH EMPLOYEE FOR COVERAGE UNDER THE EMPLOYEES COMPENSATION PROGRAM TO ITS LEGALLY MANDATED AMOUNT.

SECTION 3. THE UNIVERSITY AGREES, SUBJECT TO THE CONDITIONS PROVIDED IN ARTICLE XIII, SECTION 1

AND THE AVAILABILITY OF FUNDS TO PROVIDE:

- a. RICE SUBSIDY, A MINIMUM OF TWO SACKS OF RICE OF APPROXIMATELY 50 KG. WORTH A MAXIMUM OF 1,000 PESOS EACH;
- b. CHRISTMAS GROCERY ALLOWANCE, ONE THOUSAND PESOS PER YEAR.

THIS IS WITHOUT PREJUDICE TO THE NATURE AND EXTENT OF OTHER BENEFITS WITHIN THE YEAR WHICH MAY BE INCLUDED AS A RESULT OF THE REGULAR MEETINGS OF THE UNION MANAGEMENT CONSULTATIVE BODY.

SECTION 4. THE UNIVERSITY COMMITS TO EXERT BEST EFFORTS TO INCLUDE A MINIMUM OF PHP5,000.00 MERIT INCENTIVE ALLOWANCE IN ITS INTERNAL OPERATING BUDGET (IOB) AS TRADITIONALLY PRACTICED.

3. The following sections shall be added to Article XV (Implementing and Monitoring Schemes) of the existing Collective Negotiation Agreement (CNA)

SECTION 3. THE UNION COMMITS TO SUBMIT ANNUAL SUGGESTIONS AND/OR RECOMMENDATIONS FOR:

- a. IMPROVING THE EFFICIENCY AND EFFECTIVITY OF NON-ACADEMIC PERSONNEL; AND
- b. INCREASING THE AMOUNT OF SAVINGS OF THE ENTIRE UNIVERSITY OF THE PHILIPPINES SYSTEM.

THIS SHALL BE WITHOUT PREJUDICE TO PROJECTS AND ACTIVITIES WHICH THE UNION, ON ITS OWN, MAY CARRY OUT TO IMPROVE THE WORKFORCE'S EFFICIENCY, EFFECTIVITY AND CONTINUING PROFESSIONALIZATION.

Effectivity: Effective upon approval of the Board of Regents and ratification of the All U.P. Workers' Union

Date signed: 26 October 2005

Board action: Approval

Resolution to Create a Study Group that Would Explore the Possibility of Granting Non-Academic Awards to Those Who Have Excelled in Their Fields and Who are Donors/Potential Donors of the University

The Board resolved to create a study group that would explore the possibility of granting non-academic awards to those who have excelled in their fields and who are donors/potential donors of the University. The potential awardees need not be alumni of the University. Chairman Puno informed the Board that the Bulacan State University which recently celebrated its centennial gave out centennial awards.

This Resolution was prompted by the President's Report to the Board that the System Committee on Honorary Degree did not act favorably on the recommendations of Secretary Alberto Romulo and Philippine Ambassador to the United States Albert del Rosario that U.P. confer an honorary degree on former San Francisco Mayor Willie Lewis Brown, Jr.

The Board **noted** the following:

Entry of Judgment Issued by the Office of the Secretary of the University on 29 September 2005 on the Case Entitled ADT Case No. UPD 95-01 (Abigail N. Salita vs. Dr. Robert Lachica, M.D.) for Grave Misconduct

The Board of Regents at its 1192nd meeting held on 27 January 2005 denied the appeal of the Respondent Dr. Robert Lachica on the

decision of the President finding him guilty of Grave Misconduct and imposing the penalty of dismissal from the service.

On 29 September 2005, the Secretary of the University issued a certification that the Board action on the aforementioned case has become final and executory on 9 September 2005 and is hereby recorded in the Book of Entries of Judgments of the Board of Regents.

A.1 Memorandum dated 14 October 2005 of Atty. Rosalio A. Aragon, Jr., Deputy General Counsel for Judicial Affairs, Office of Legal Services to Dr. Marcia E. Macalinao, Director, University Health Service, clarifying implications of the Entry of Judgment on the employment status of respondent, Dr. Robert Lachica

The memorandum of Atty. Aragon clarifies that the BOR resolution dismissing Dr. Lachica has become final and executory on 9 September 2005 and thus, should now be implemented.

On the query of the date of effectivity of the dismissal of Dr. Lachica, it became effective after the lapse of the reglementary period for the filing of an appeal, which was on 9 September 2005.

After that date, there is no longer any legal basis for paying the salary of Dr. Lachica. This is without prejudice to whatever action that Dr. Lachica may take considering that he rendered medical services after 9 September 2005 until receipt of a copy of the Entry of Judgment.

1203RD MEETING, 24 NOVEMBER 2005

APPOINTMENTS

The Board **approved** the appointments of the following:

TRANSFER TO PERMANENT STATUS

U.P. Diliman

Demelinda U. Lagunzad, Assistant Professor 1, College of Business Administration, effective 24 November 2005

Claire Dennis S. Mapa, Assistant Professor 1, School of Statistics, effective 24 November 2005

Mathew M. Santamaria, Assistant Professor 2, Asian Center, effective 24 November 2005

U.P. Los Baños

Pastor I. Malabrigo, Jr., Assistant Professor 1, College of Forestry and Natural Resources, effective 24 November 2005

U.P. Manila

Leslie Michelle M. Dalmacio, Assistant Professor 4, College of Medicine, effective 24 November 2005

**EXTENSION OF SERVICE BEYOND
COMPULSORY RETIREMENT AGE OF 65**

U.P. Diliman

Rosa Maria J. Bautista, Law Reform Specialist VI, College of Law, effective 4 August 2005 until 5 February 2006

Leonor M. Briones, Professor 11, National College of Public Administration and Governance, effective 16 October 2005 until 31 May 2006

**ORIGINAL APPOINTMENT BEYOND
RETIREMENT AGE OF 65**

U.P. Open University

Melencio C. Deauna, Professorial Lecturer 5, Faculty of Education, effective 7 November 2005 until 31 May 2006

**REAPPOINTMENT BEYOND COMPULSORY
RETIREMENT AGE OF 65**

U.P. Open University

Elena C. Cutiongco, Professorial Lecturer 2, Faculty of Education, effective 7 November 2005 until 31 May 2006

Silvero S. Obungen, Professorial Lecturer 2, Faculty of Education, effective 7 November 2005 until 31 May 2006

Paz Eulalia Saplala, Professorial Lecturer 5, Faculty of Education, effective 7 November 2005 until 31 May 2006

**MATTERS ARISING FROM THE MINUTES OF THE
1202ND MEETING (27 OCTOBER 2005)**

On the Appeal of Mr. Jamal Ashley Abbas

The President referred the Board to pertinent pages of the minutes of the meeting of the Board of Regents on 27 October 2005, for the background of this case.

- 1) The President made it clear that she asked for data to help the Board determine if there was discrimination in this case, i.e. Mr. Abbas was discriminated by virtue of his being a Muslim. She got information from the Dean, as well as from Prof. Ma. Cristina I. Rara, a member of the College Academic Personnel Committee.
- 2) In the process of getting all the information, the President said she realized she cannot be an "Investigating Committee." There may have been some bias but she does not know where the bias is coming from.
- 3) On the claim of the CAPC that the faculty of UPFI/DAPC are in the best position to gauge the suitability of applicants to faculty positions, to know who are best qualified to teach in their institution, Regent Sarmiento pointed out that the Board also has appointing power. It has the power to review appointments and decisions made at the lower levels.
- 4) Faculty Regent Eduardo raised an observation on the criteria used by the College. He pointed out that there is no mention of academic preparation, e.g. suitability of the degree. In case this was not factored in, Regent Eduardo wondered if this would change the ranking in case it was considered.
- 5) Regent Gonzales informed the Board that Mr. Abbas is the first graduate of Media Studies and he has very high grades. He also has good credentials. Mr. Abbas feels bad that he is being treated as if he is an outsider. He is not at all an outsider. There is a need, according to Regent Gonzales, to treat our graduates well. The Board has to find the solution to this case.
- 6) The President noted that if it can be shown that there was no due process, and that Mr. Abbas was discriminated against, then the Board should really intervene. The question, according to the President, is who will determine that there was no due process and that there was discrimination. She is therefore inclined to recommend the constitution of a Committee of Peers which will evaluate this case.
- 7) Regent Gonzales agreed with the points of the President. She feels, however, that instead of a Committee of Peers, a Regents' Committee for this particular case should be created.
- 8) Regent Sarmiento, likewise, proposed that this case be referred to a small committee of the Board of Regents.

- 9) The President suggested that the Board also take a look at the qualifications of the other applicants. In terms of academic credentials, Mr. Abbas' advantage is his Master's degree. Experience was also considered and the other applicants, in the view of the Film Institute, did better in this area.
- 10) Regent Varona maintained his earlier position that this is a matter that should have been taken care of at the level of the Chancellor.
- 11) Chairman Puno pointed out that the crucial issue is to decide whether or not the eight (8) issues raised by Mr. Abbas are valid. If the Board decides these issues are not valid, then the appeal of Mr. Abbas is dismissed.
- 12) The President said that this is also her concern. She cannot, however, decide on her own. The decision on this case should be a collective decision.
- 13) Regent Davide reiterated the suggestion to constitute a small committee of the Board to further review this case and submit its recommendations to the Board.
- 14) The Board agreed to constitute the Regents' Committee to be chaired by Faculty Regent Salcedo Eduardo and composed of Regents de los Santos and Davide. The Committee is given two (2) weeks to work on this assignment.

The U.P. Law Center Report on the Contract between the North Luzon Railways Corporation (NLRC) and the China National Machinery and Equipment Corporation (CNMEC)

1. Regent Sarmiento inquired why this item is included in the agenda.
2. Regent Gonzalez reiterated that it was she who requested the inclusion of this item in the agenda so the Board will be properly informed of the issues related to the Report. As members of the highest governing body of the University, she said they should be able to answer questions raised by concerned citizens and the public on the issues.
3. Regent Sarmiento pointed out that there is already a case filed before the Supreme Court. It is not proper for the Board to be inquiring into this matter.
4. Regent Gonzalez clarified that she is not asking for an investigation. She just wants to know the nature and extent of U.P.'s involvement in the Project.
5. Upon the recommendation of the President, the Board simply noted the Report.

Board action: Notation

On the Collaboration with Hannam University

1. At its 1202nd meeting on 27 October 2005, the Board agreed to enter into a Research and Development Collaboration with Hannam University.
2. The President informed the Board that the University is requesting CHED for seed money in the amount of P2,000,000.00 to start the ball rolling. The amount will be used for preparing the details of the Project.
3. Since the Chair of the Board is instrumental in getting this Project, the President recommended that he be put on top of this, as its Project Director.
4. Chairman Puno informed the Board that the President of Hannam University, Dr. Sang Yoon Lee went back to Korea to handcarry President Roman's letter to the Blue House of Korea. Hannam University is moving very fast because they want the R and D Collaboration with U.P. to be part of the Korean President's agenda when he meets with President Gloria Macapagal Arroyo in December.
5. Chairman Puno and President Roman assured the Board that the Terms of Reference for this Collaboration will be presented for its approval.
6. The Board approved the motion of Regent Gonzalez to continue with this Project and to make Dr. Puno its Project Director.

POLICY MATTERS APPROVED

Termination of the Memorandum of Agreement Entered into by and between U.P. Visayas and Kaunlaran Learning Center Foundation, Inc. (KLCFI)

The Kaunlaran Learning Center Foundation, Inc. (KLCFI) was allowed to operate inside UPV Miag-ao campus, pre-elementary and elementary education for the children of UPV employees and affected landowners under a Memorandum of Agreement between said Foundation and the University executed on 5 October 2001. To date, KLCFI is intending to expand its educational program to secondary (high school) level within the same campus. In fact, according to then Chancellor Ida M. Siason, in her letter dated 14 May 2005 to President Roman, since 2003, the KLCFI has already accepted and despite pendency of its proposal is still accepting high school students despite UPV's strong objections. As early as 12 August 2003, UPV reminded KLCFI that the school was established to respond ONLY to the pre-elementary and elementary needs of UPV faculty/staff and relocated families; and that under Sec. 1.1.7 of the lease contract, KLCFI's decision to expand its instructional level is not self-executing because a prior amendment has to be secured subject to existing university policies.

In her letter of 24 June 2005, the President advised Ms. Lourdes V. Armada, KLCFI School Directress that KLCFI has only until 31 October 2005 to comply with the terms of its existing lease.

It is now recommended that the Memorandum of Agreement between the University of the Philippines and the Kaunlaran Learning Center Foundation, Inc. be terminated for KLCFI's clear violation of the provisions of the MOA.

Board Action: Approval. U.P. Visayas is likewise instructed to ensure the strict implementation of the provisions of the Memorandum of Agreement.

Memorandum of Agreement Entered into by and between U.P. Diliman and Fun Fair Ventures, Inc. (FFVI)

Project: Lease of 6.23 hectare land within the U.P. Arboretum area for FFVI's Paskong Pasiklab Carnival Christmas project

Amount: FFVI will pay the University the amount of P4,000,000.00 to cover the months of November 2005 to January 2006, payable in accordance with the following schedule:

Upon signing of this Agreement	P1,500,000
30 November 2005	P1,500,000
31 December 2005	P1,000,000

Particulars:

Obligations of FFVI:

1. The security, peace and order, traffic, crowd control and the supervision and control of FFVI's agents, employees, contractors/contractees, as well as its concessionaries, shall be the sole responsibility and liability of FFVI.
2. FFVI shall complete all clean up operations by 31 January 2006.
3. FFVI shall hold the University free and harmless from any and all liabilities by reason of or arising from FFVI's operations on the Leased Premises and occupancy of the temporary storage area, and FFVI shall indemnify the University for any and all action and suit which may be brought against the University by reason of its operations on the Leased Premises and occupancy of the temporary storage area.
4. All permits and other documentary requirements necessary for the lease and operations of FFVI within the Leased Premises shall be the responsibility of FFVI.
5. FFVI hereby agrees and recognizes that any and all perimeter fences constructed by it pursuant to its previous lease contracts with the University on the U.P. Arboretum area have, by the terms of such contracts, become the property of the University. FFVI shall exert best efforts to ensure that the perimeter fence within the

area of the Leased Premises is maintained in good condition during the term of this lease.

6. FFVI agrees that the University shall have the power to visit and inspect the Leased Premises at any time, and FFVI shall allow representatives of the University to enter the Leased Premises for this purpose.
7. FFVI also recognizes the rights of the University to negotiate with third parties for the development of the Leased Premises into a Science and Technology Park, and for this purpose FFVI agrees to allow entry into the Leased Premises of all negotiating partners of the University.
8. FFVI shall submit to the University copies of all permits for its operations on the Leased Premises that it is able to procure, all of which shall be valid only until 15 January 2006.
9. FFVI shall submit to the University a plan for the phase out of FFVI's operations from the Leased Premises no later than 1 December 2005.
10. FFVI shall promptly settle any existing arrears in rentals or other payments due to the University.
11. FFVI commits to vacate and turn over the Leased Premises and in the proper case, the temporary storage area, to the University upon termination or expiration of this Agreement.

Effectivity: This shall take effect upon approval by the Board of Regents and shall automatically terminate without need of written notice on 31 January 2006.

Date signed: 21 September 2005

Legal Effects of Expulsion from U.P.

The Office of Legal Services requested the Board of Regents for policy guidance on the matter of whether or not an expulsion from the University of the Philippines bars an expelled student from enrolling in and pursuing/being conferred a degree in another university or school. In his Memorandum No. MVFL-2005-857, the Vice President for Legal Affairs explained the reason for the request.

Background

An actual case in which OLS has encountered this question concerns Heracleo Rabe, Jr., a U.P. student subjected to the penalty of expulsion under SDT Case No. 98-007 (A).

In a letter, dated 27 July 2005, addressed to President Emerlinda R. Roman, Dr. Trinidad R. Rabe requested that the penalty of expulsion imposed upon her son, Heracleo Rabe, Jr., in SDT Case No. 98-007 (A) be reduced or, if reduction is not possible, "that the penalty of Expulsion be interpreted to mean as expulsion from U.P. only."

From Dr. Rabe's letter it was learned that the Northwestern University, Laoag City in which Heracleo Rabe, Jr., has been enrolled "deferred his graduation" from the said university "in view of the 'Expulsion' penalty reflected in the Transcript of Records which [it] just received recently and the corresponding consequences attached per [unspecified] CHED regulations."

Under the CHED's Manual of Regulations for Private Schools issued by the Department of Education (DECS 1960) (Manual), and last revised in 2000, the disciplinary penalty of "expulsion" results in the student being "debarred from all public and private schools". Similarly, under the DECS Service Manual for the Public Schools (1960), (Service Manual), "no transfer can be given to a pupil under sentence of expulsion".¹ Moreover, the Manual explicitly provides that "[t]o be valid and effective, the penalty of expulsion *requires the approval of the Secretary of Education.*" (Italics and underscoring supplied.)

The disciplinary sanction of "expulsion" is not given the same or similar definition in any provision of the University Charter, the Revised

Code of U.P., the Rules and Regulations Governing Fraternities, Sororities and Other Student Organizations as in the Manual or Service Manual. In fact, the term has no definition in the aforementioned U.P. rules.

Mr. Rabe was found guilty of violating Rule 1, Section 1 (e) of the Revised Rules and Regulations Governing Fraternities, Sororities and Other Student Organizations. The penalty of expulsion imposed upon him in the decision in SDT Case No. 98-007 (A) has become final and unappealable after the Board of Regents on 31 July 2003 upheld the same. Thus, it is recommended that the penalty of expulsion imposed on Heracleo Rabe, Jr. may no longer be reduced, modified or changed. However, it is recommended that Dr. Rabe's requested clarification "that the penalty of Expulsion be interpreted to mean as expulsion from U.P. only" be granted.

Bases for the Recommendation

1. The aforesaid provisions of the Manual and the Service Manual defining the legal effect of the penalty of expulsion do not apply to expulsions imposed by the University of the Philippines. The definition given by the Department of Education to "expulsion" in the aforementioned regulations apply only to expulsions imposed by schools governed by these regulations.

U.P. is governed by its own Charter, Section 9 of which provides that "*the University Council shall have the power to prescribe xxx rules of discipline subject to the approval of the Board of Regents.*" The law has specifically reposed in the Board of Regents not only the authority to define conduct subject to various disciplinary sanctions imposed on erring U.P. students.

This conclusion explains the various differences between U.P. rules and the provisions of the Manual and Service Manual. The types of conduct which carry the penalty of expulsion under U.P.'s Rules and Regulations on Student Conduct and Discipline, and U.P.'s Revised Rules and Regulations Governing Fraternities, Sororities and Other Student Organizations are different from those enumerated in the Manual and Service Manual. Moreover, to be valid and effective, an expulsion from U.P. need not be approved by the Secretary of Education. These differences emanate from the fact that the disciplinary authority is vested in and exercised by the Board of Regents, not the DECS Secretary.

2. As a measure of compassion for students whom U.P. has subjected to the extreme penalty of expulsion, the Board is respectfully requested to confirm and clarify that the penalty is not intended to deprive expelled students the opportunity to learn from their mistakes and start a new life by enrolling in and graduating from another university or school. The legal effect of U.P.'s penalty of expulsion is deemed co-extensive only with the confines of U.P. and must not be unduly extended beyond its jurisdiction.

Recommendation

In view of the foregoing, it is recommended that the Board issue a policy clarification that the disciplinary penalty of expulsion from the University of the Philippines System, including its constituent universities, does not bar a student earlier expelled from enrolling in, pursuing and being conferred a degree in another university/school.

Board action: Approval. The disciplinary penalty of expulsion from the University of the Philippines System, including its constituent universities, does not bar a student earlier expelled from enrolling in, pursuing and being conferred a degree in another university/school.

Request to Change the Position Title of the Legal Officers of U.P. Visayas, Subject to Existing CSC Rules on Appointment

In view of the approval of the BOR in its 1194th meeting for the upgrading of the salary grade of the University Legal Counsels of CUs, U.P. Visayas is recommending the change in the position title of

¹See: Amado Dizon, Law and Education (1992) citing Paragraph 146, Section IX of the Manual of Regulations for Private Schools, 7th Edition and Section 80 of the Service Manual for the Public Schools. *In the public schools, expulsion is a penalty for assaulting a teacher, for gross immorality, for injuring other pupils with knives or other dangerous weapons (Sec. 120).*

the following Legal Officers subject to existing CSC rules on appointment:

Name	Campus	Present Title	Proposed Title	Status
Cornelio V. Salinas	Iloilo	Legal Officer V (Sal. Gr. 24)	Attorney VI (Sal. Gr. 26-1)	Full-time
Perpetuo Nafarrete III	Iloilo	Legal Officer IV (Sal. Gr. 22)	Attorney V (Sal. Gr. 25-1)	Full-time
Jesus C. Atoc	Cebu	Legal Officer IV (Sal. Gr. 22)	Attorney V (Sal. Gr. 25-1)	Part-time
Patrick V. Santo	Tacloban	Legal Officer IV (Sal. Gr. 22)	Attorney V (Sal. Gr. 25-1)	Part-time

The appointments of the above lawyers shall be on a contractual basis.

Proposal to Establish University Professor Emeritus Grant

Background

To distinguish the University Professors who are given the title of Professors Emeriti from the Professors who are given the same title, the position **University Professor Emeritus** was established. (1199th BOR meeting, 26 August 2005).

“University Professor” is the highest academic rank in the University conferred by the Board of Regents upon a select few from among the faculty for exemplary intellectual achievement joined to moral integrity. They are recognized as world class scientists and scholars for the outstanding contributions to the advancement of their field.

In recognition of their outstanding scholarship and achievement in their respective fields, University Professors in active service receive an annual grant (**University Professor Grant under the Academic Distinction Program of the University**) in the form of a research contract in order to support their research and creative work. The grant amounts to P200,000.00. Fifty percent shall be paid upon submission of the project proposal and the balance upon submission of the manuscript or creative work. (1137th BOR meeting, 25 November 1999).

On the other hand, the “Professor Emeritus” title is given to a retired Professor of the University who has rendered at least 20 years of active and faithful service to the University and has achieved marked distinction as a productive scholar, artist or scientist, or is widely acknowledged as an effective and dedicated teacher. (from Art. 207, University Code).

Proposal

It is proposed that the University support University Professors Emeriti who are willing, able and committed to continue pursue scholarly and creative works in the form of a research contract under the University Professor Grant.

The existing University Professor Grant guidelines shall apply to University Professors Emeriti.

FINANCIAL MATTERS APPROVED

Programming of Unappropriated/Excess Income for CY 2004 of the University of the Philippines Baguio in the Amount of P11,400,000.00

Programming of unappropriated/excess income for CY 2004 of the University of the Philippines Baguio in the amount of P11,400,000.00 as certified available by the OIC of UPB’s Accounting Office

Operations (AHE)			
Personal Services	(100)		
MOOE	(200)	1,400,000.00	
Construction Outlay	(300)	9,000,000.00	
Equipment Outlay	(300)	<u>1,000,000.00</u>	
TOTAL		11,400,000.00	
		=====	

It is understood that disbursements from this programmed amount shall be made in accordance with the usual accounting and auditing rules and regulations.

Realignment of P6,708,596.44 Accumulated Savings and Unexpended Balances from U.P. Baguio’s Projects

From:

Accumulated savings & unexpended balances - 6,708,596.44

To:

Program - Operations (AHE)		
PS	(100)	600,000.00
MOOE	(200)	2,108,596.44
CO (BSO and Rehab of existing facilities)	(300)	<u>4,000,000.00</u>
		<u>6,708,596.44</u>

The above realigned funds shall be used for the following:

1. PS & MOOE are for research and faculty & staff development activities; and
2. Capital Outlay is for rehabilitation of residence hall facilities, perimeter fencing and other projects.

It is understood that disbursements from this realigned amount shall be made in accordance with the usual accounting and auditing rules and regulations.

Programming of Interest Income from Endowment Fund and Trust Accounts of U.P. Diliman, in the Amount of P30,000,000.00

Interest Income from Endowment Fund	-	P15,000,000.00
Interest Earned on Trust Accounts	-	<u>15,000,000.00</u>
Total	-	P30,000,000.00
		=====

This amount shall be used to pay U.P. Diliman’s unpaid utility bills for electricity, water and telephone.

1. PROGRAM

1.1 General Administration

1.1.1a General Administration and Support Services Utilities	P30,000,000.00
	=====

It is understood that any disbursement against this programmed fund shall be subject to the usual accounting and auditing rules and regulations.

Reprogramming of U.P. Visayas’ Prior Year’s Savings from the General Fund and Revolving Fund in the Amount of P2,226,520.25

The reprogrammed amount will enable U.P. Visayas to augment the meager budget for maintenance and operating expenses and purchase some needed equipment.

Particulars	Available Savings			Reprogrammed To
	Gen. Fund	Rev. Fund	Total	
Personal Services	0.00	0.00	0.00	0.00
MOOE	292,407.25	1,862,899.00	2,155,306.25	2,105,306.25
Equipment	71,214.00	0.00	71,214.00	121,214.00
Outlay				
TOTAL	<u>363,621.25</u>	<u>1,862,899.00</u>	<u>2,226,520.25</u>	<u>2,226,520.25</u>

Request for Authority to Pay the Additional Merit Incentive of P5,000 to All Qualified UP Personnel for CY 2005

The President requests authority to pay the additional merit incentive of P5,000 to all qualified UP Personnel for CY 2005.

The merit incentive is given to qualified UP personnel in recognition of their dedicated service to the University and to inspire them to be more efficient, productive and creative.

Programming of Prior Years' Excess Income of U.P. Mindanao in the Amount of P2,750,000.00

Programming of prior years' excess income of U.P. Mindanao in the amount of P2,750,000.00, as certified by the U.P. Mindanao Chief Accountant.

A.III.a. Advanced & Higher Education Services			
Personal Services	P	1,400,000.00	
Capital Outlay		<u>1,350,000.00</u>	
Total	P	2,750,000.00	=====

The amount of P2,750,000.00 will be used to augment the deficiency in personal services and capital outlay requirements of U.P. Mindanao.

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

MEMORANDA OF AGREEMENT

The Board **confirmed** the following agreements:

Note: These contracts/agreements have gone through the standard University process from the Constituent University (CU) concerned and the University System. In cases where there were irregularities or inconsistencies with present laws, rules, regulations and processes, the documents were returned for review of or to exact compliance by the concerned.

U.P. Diliman

Lease Agreement with the Systema Computer Solutions Corporation

Lease Agreement entered into by and between U.P. Diliman (Lessor) through the U.P. Technopark and the Systema Computer Solutions Corporation (Lessee)

Leased: Unit 3, TBI Building with a total floor area of approximately eighty (80) square meters

Purpose: Research and Development (in the following areas: Web Workbench Development Café, Report Café, Mobile Framework, Mobile Application Business Engine, www.jobsonline.com.ph, Ruralnet.ph)

Rental rate: P21,000.00 per month

Duration: One year, commencing 1 August 2005

Date signed: 24 October 2005

Memorandum of Agreement with Lisa Remigio-Bañares

Memorandum of Agreement entered into by and between U.P. Diliman through the Dulaang U.P. and Lisa Remigio-Bañares (Producer)

Project: Staging the Musical Production of the St. Louis Loves Dem Filipinos

Particulars:

Dulaang U.P. shall:

- Mount the musical St. Louis Loves Dem Filipinos for eight performances on 18-26 November at the Teatro Aguinaldo, to the best of its ability.
- Hire the necessary artistic staff, production staff and artists and be accountable for their corresponding fees/expenses;
- Participate in all forms of publicity and promotions conducted by the Producer such as interviews, radio/television and press conferences without additional fees and within Metro Manila only;
- Be entitled to ten (10) complimentary tickets for three (3) shows only. Dates of the shows shall be determined by the Producer;
- Provide ushering services; and
- Document the performance in video, audio and photo for Dulaang U.P.'s archival purposes and provide one copy of the video and audio for the producer.

Producer shall:

- Shoulder the rental fee of the venue (Teatro Aguinaldo) with standard theater complement (equipment and manpower) from 3-26 November 2005 for the staging of the production;
- Undertake publicity, promotions and marketing activities for the shows;
- Undertake printing of tickets, posters and souvenir programs subject to consultation and final approval of the Dulaang U.P. Artistic team;
- Underwrite all expenses for the services of a 25 piece chamber orchestra; and
- The Producer shall pay the Dulaang U.P. the total amount of P2,200,000.00 in strict accordance with the 10 payment schedule.

Date signed: 10 November 2005

Memorandum of Agreement with the Department of Trade and Industry through the Bureau of Small and Medium Enterprise Development (BSMED)

Memorandum of Agreement entered into by and between U.P. Diliman through the Institute for Small Scale Industries (U.P.-ISSI) and the Department of Trade and Industry through the Bureau of Small and Medium Enterprise Development (BSMED)

Project: Training of SME Counselors and Advisors

Particulars:

U.P.-ISSI shall:

- Design an appropriate training curriculum for SME Counselors with little and no experience;
- Submit the proposed training curriculum to BSMED for approval;
- Prepare materials for the training of participants;
- Submit draft of the materials to BSMED for approval;
- Conduct the training program for at least 50 participants from selected provinces;
- Prepare the training completion report;
- Submit timelines of the project enumerating major milestones; and
- Appoint an officer to coordinate activities under the MOA.

BSMED shall:

- Review and approve training curriculum and materials within one month from dates of submission;
- Identify participants of the training program through the help of the DTI Provincial Offices;
- Make available through the Bangko Sentral ng Pilipinas (BSP) Grant Fund the amount of P2,000,000.00 to implement the training program including the preparation of the course materials for the training participants;
- The amount shall be released in three (3) payments; and
- Appoint an officer with whom the U.P.-ISSI will coordinate.

Effectivity: Effective upon signing and remittance of mobilization fee and shall remain valid for not longer than 6 months until the satisfactory completion of the project

Date signed: 27 October 2005

Project Contract with the Japan International Cooperation Agency Project Office for ASEAN University Network/Southeast Asia Engineering Education Development Network (AUN/SEED-Net)

Project Contract entered into by and between U.P. Diliman through the College of Engineering and the Japan International Cooperation Agency Project Office for ASEAN University Network/Southeast Asia Engineering Education Development Network (AUN/SEED-Net)

Project: Support program for U.P. Diliman on the Graduate Study Program for Master's Degree/Doctoral Degree (AUN/SEED-Net project No. U.P. G0503)

Particulars:

- U.P. shall be responsible for implementing the Project with due diligence and efficiency, in accordance with the Project Summary

- and the Budget approved by JICA;
- b. U.P. 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. JICA Project for 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;
 - d. U.P. shall do its utmost to ensure that the Project is implemented from 20 October 2005 to 31 March 2006 and within the agreed budget to achieve its objectives; and
 - e. JICA Project for AUN/SEED-Net shall disburse the Fund in the amount of US\$9,324.00 to UPD.

Date signed: 20 October 2005

Kasunduan kay Propesor Malaya C. Ronas (Awtor)

Kasunduan ng mga sumusunod na panig: Unibersidad ng Pilipinas Diliman sa pamamagitan ng U.P. Diliman Sentro ng Wikang Filipino (UPD-SWF) at Malaya C. Ronas (Awtor)

Project: Muling ilimbag at ipagbili ang aklat na pinamagatang *Angkan ni Socrates: Gabay sa Panimulang Talakayan sa Kaisipang Kaunlaran Hinggil sa Lipunan, Ekonomiya, at Politika* (Akda)

Particulars:

- a. Ibinibigay ng Awtor sa UPD-SWF ang eksklusibong karapatan na muling ilimbag at ipagbili, sa Pilipinas at saanman, ang aklat na pinamagatang *Angkan ni Socrates: Gabay sa Panimulang Talakayan at Kaisipang Kaunlaran Hinggil sa Lipunan, Ekonomiya, at Politika* (mula rito ay tatawaging "Akda"). Subalit kapag hindi mailimbag ng UPD-SWF ang nasabing aklat sa loob ng isang taon mula sa muling paglimbag nito, magkakaroon ng karapatan ang Awtor na ipalimbag ang aklat sa ibang pablisar, pagkatapos mabigyan ng dalawang buwang notis ang U.P. Diliman.
- b. Ang karapatang-ari ay kapwa sa UPD-SWF at sa Awtor.

Date signed: 4 Oktubre 2005

Memorandum of Agreement with the Philippine Council for Health Research and Development (PCHRD)

Memorandum of Agreement entered into by and between U.P. Diliman through the Department of Food Science and Nutrition, College of Home Economics (Proponent) and the Philippine Council for Health Research and Development (PCHRD)

Project: Measuring the Glycemic Index of Foods: Interlaboratory Study #2

Particulars

PCHRD Assistance:

- a. Allocate the amount of P235,129.16;
- b. Subsequent allocation for the Project shall be at the discretion of PCHRD subject to the results of the evaluation of the annual accomplishments;
- c. Provide technical assistance relevant to the achievement of the Project objectives; and
- d. Provide other forms of assistance to the Project in coordination with other government agencies in matters requiring their attention or cooperation insofar as these are relevant to the project and within the capability of PCHRD.

Obligations of the Proponent:

- a. Submit to PCHRD quarterly progress and financial reports on schedule in Item V of the Memorandum;
- b. Submit to PCHRD annual technical accomplishment report and audited financial report within one (1) month after completion date of the Project;
- c. Submit to PCHRD a technical report in publishable form at the end of the period covered in addition to the annual technical accomplishment report;
- d. Report immediately and remit to PCHRD all incomes derived from the Project and all unexpended balances, if any, at the end of the Project year;

- e. Hire project personnel on contractual basis and coterminous with the Memorandum;
- f. Ensure the continuity of the Project by notifying PCHRD of instances such as where the senior Project Personnel, including the Program Coordinator, will be absent from his/her station for a period exceeding ten (10) consecutive working days and designating a responsible Project official to oversee the operation of the Project in his/her absence;
- g. Provide appropriate assistance to PCHRD in pursuance of commercialization or transfer of Research and Development results that are product-based; and
- h. Submit to PCHRD technology transfer documents in hard and diskette copies.

Effectivity: Shall be completed within the period of 7 months with PCHRD-GIA grant covering the period 1 October 2005 to 20 April 2006

Date signed: 7 November 2005

Memorandum of Understanding with Seoul National University, Korea

Memorandum of Understanding entered into by and between U.P. Diliman and Seoul National University, Korea

Project: Academic and research cooperation

Particulars

Both universities undertake to promote and develop academic cooperation.

1. Exchange of academic and administrative staff and students;
2. Cooperation in research and the presentation of its results;
3. Exchange of academic materials, publications and other scientific information; and
4. Other educational and academic exchanges to which both universities agree.

Effectivity: Effective upon signing and shall be valid for a period of three (3) years

Date signed: October 6, 2005

Date Notarized: November 10, 2005

U.P. Mindanao

Memorandum of Agreement with the Central Mindanao University, the Mindanao State University - Maguindanao, University of Southeastern Philippines and the University of Southern Mindanao

Memorandum of Agreement entered into by and among U.P. Mindanao, the Central Mindanao University, the Mindanao State University - Maguindanao, University of Southeastern Philippines and the University of Southern Mindanao

Project: "Strengthening of Agriculture and Natural Resources R and D Governance in Mindanao Through Sharing of Electronic Data Bases"

Particulars

- a. The program will provide for technical support and services on the exchange through electronic means information, institutional research reports and student theses directly or indirectly related to agriculture and natural resources.

Responsibilities of the parties:

- a. Proceed with the activities as programmed and scheduled.
- b. Provide the administrative mechanism and assign technical staff/expert necessary in the implementation of the project.
- c. Abide by the rules and regulations of electronic data sharing scheme which shall be made known to everyone/users prior to the official start of their related activity/use;
- d. Ensure that the facilities are in good working condition at all times. Allow the use of equipment and facilities as far as practicable by the clients.

- e. Supervise and be responsible for the instruction and use of its facilities.
- f. Safeguard members' rights, confidentiality of records, ensure care, privacy;
- g. Conduct/hold regular meetings to deliberate/discuss issues and other concerns relative to the activities surrounding this agreement; and
- h. Monitor and evaluate all aspects of the data exchange program in the institution as to the program, project staff, utilization, procedures/policies, and facilities.

Effectivity: Effective upon signing and shall remain in force and effect for a period of two years, renewable every two years thereafter

Date notarized: 16 November 2005

Memorandum of Agreement on the Stay and Campus Security with the 52nd Engineering Brigade, Philippine Army

Memorandum of Agreement on the Stay and Campus Security entered into by and between U.P. Mindanao and the 52nd Engineering Brigade, Philippine Army

Particulars

- a. The 52nd EBde agrees to detail a token force composed of at least fourteen (14) personnel to augment U.P. Mindanao's security force;
- b. U.P. Mindanao shall provide an area to accommodate 52nd EBde, PA that shall also serve as the unit's Advance Command Post in Davao during the period of occupation to be manned by the elements of 534th Engineer Construction Battalion, 52nd Engineering Brigade, Philippine Army preferably an engineering company;
- c. The 52nd EBde shall shoulder expenses to be incurred by the unit during its stay including utilities such as water and electricity and that U.P. Mindanao will not provide any remuneration for the services rendered to it;
- d. In all matters pertaining to campus security, lateral coordination between the parties concerned on how best security measures could be implemented is highly encouraged;
- e. Any infraction of discipline, law and order committed by the troops shall be brought to the attention of the Brigade authorities for appropriate disciplinary sanctions;

Effectivity: Effective 16 January 2005 for two (2) years unless sooner terminated or extended depending on the University's need and the 534th Engineer Construction Battalion, 52nd EBde PA's deployment status. Either party shall give notice of its intention to terminate or modify conditions of the agreement at least 30 days before the intended date of termination or modification.

Deed of Donation and Acceptance with the 55th Engineering Brigade, Philippine Army

Deed of Donation and Acceptance entered into by and between U.P. Mindanao and 55th Engineering Brigade, Philippine Army

Particulars

1. The First Party donated at no cost to the University, the structures and facilities in its vacated camp located inside the U.P. Mindanao campus.
2. The said buildings and structures will be utilized for academic research, and extension purposes.

Background:

In August 2005, U.P. Mindanao requested the U.P. System to approve the said Deed of Donation and Acceptance. The U.P. System deferred its action on the matter, pending the formal approval by the Department of National Defense (DND) on the donation.

After persistent follow-ups with the DND for the past three months, U.P. Mindanao was finally able to get the DND's approval on the donation.

Date signed: 19 August 2005

OTHER MATTERS

Memorandum of Agreement Entered into by and between U.P. Manila (Donee) and Dr. Aida Baltazar (Donor) for a Donation *Mortis Causa Executed on 19 May 2005*

Donation: Real property in Quezon City and an unspecified cash in Philippine pesos and US dollars

As spelled out in Memorandum No. MVFL-2005-796 of the Vice President for Legal Affairs, the following are the implementing details that are relevant to U.P.:

1. Prior to her death and until she dies, the donor may revoke the donation and do as she pleases with the properties which remain hers.
2. The donated real property (consisting of a house and lot) will have to be sold as soon as possible after the donor's death.

The donor has appointed an executor under her last will and testament. Upon the death of the donor, U.P. Manila shall coordinate with the said executor for the maintenance (domestic staff will have to be paid; garden will have to be attended to) and security of the house before it is sold. **All expenses that may be incurred by U.P. will have to be paid for by the estate.**

After the property is sold, the proceeds shall first be deposited in a savings account with the PNB-PGH (named Dr. Aida Baltazar Hypertension Fellowships).

3. The cash donated shall be received by U.P. Manila from the executor and shall be immediately deposited under a time deposit account with the PNB-PGH (named Dr. Aida Baltazar Hypertension Fellowships).

It appears further that besides the present Memorandum of Agreement, there is an earlier Memorandum of Agreement between the donor and U.P. Manila providing for the terms and conditions governing the fellowships which the time deposit account/s shall support.

4. The (future) estate of Dr. Aida Baltazar is the entirety of all the properties that she shall leave upon her death.¹ The estate shall answer for all unpaid debts and liabilities that the donor may leave upon her death. The estate also answers for the income tax if the estate earns income and estate tax before being distributed to heirs. Ordinarily, it is the executor who actually takes care of these (thus simplifying or minimizing the "tasks" of U.P. Manila), and his documented expenses and costs shall merely be reimbursed from the savings account as envisioned in the deed of donation. However, should the savings account not be enough, the rest of the properties may be held to answer for the unpaid debts, taxes and liabilities. In no case will U.P. Manila, however, be made to pay more than what it stands to receive.

Board action: Approval. The Board, however, is requesting that it be furnished a copy of the technical description of the real property and the TCT.

Confirmation of Faculty Promotions Approved by the President

At its 1202nd meeting on 27 October 2005, the Board gave the President authority to approve Faculty and Staff Promotions from the following CUs, subject to confirmation by the Board. (Please see lists filed at the OSU Records.)

1. U.P. Diliman
2. U.P. Los Baños
3. U.P. Manila

¹The deed of donation says "the DONOR xxx gives, transfers and conveys unto the DONEE her ESTATE comprising of real estate and cash herein below indicated, effective upon the death of the DONOR xxx". Two readings can be made from this formulation. (1) The deed of donation provides that the *entire* estate is donated to U.P. Manila; or (2) The deed of donation only donates to U.P. Manila the real estate and cash therein indicated. It is not clear whether the donated properties constitute the entire (future) estate of Dr. Baltazar.

4. U.P. Visayas
5. U.P. Open University
6. U.P. Mindanao
7. U.P. Baguio

Board action: Approval

Letter Dated 21 November 2005, of Emerico M. Sampang, College President, Philippine State College of Aeronautics to Hon. Carlito S. Puno, Chairman, Board of Regents re: The Case of His Son, Darrell Emerico Sampang

In his letter of 21 November 2005, President Sampang reiterated his request on the case of Darrell Emerico Sampang whose conferment of degree in 2000 has been withdrawn based on minutes of the Board Resolution in September 2005.

President Sampang said that, "there are reasons which I feel as a father and president of a State College are basis for me to ask for reconsideration:

- He earned his degree legitimately. The incident of which he is accused happened on his 4th year. The Board of Regents approved of his graduation. The case has dragged on unnecessarily.
- The penalty is not commensurate with the offense attributed to my son as there was no death or disability to the victim but hurt pride.
- The University has no more jurisdiction over someone who has been conferred a degree where no fraud is involved.

Needless to say, we are not questioning the collective wisdom of the Board but plainly ask for compassion to allow Darrell Emerico Sampang to be allowed to get his Transcript of Records in order for him to graduate and be able to file his application to the Supreme Court to take the bar examination."

Board Action: Notation. The Chair, who requested the inclusion of this item in the agenda, pointed out that with the Board's resolution on the meaning of "expulsion," the concerns of President Sampang are taken care of.

On the COLA

1. President Roman informed the Board that the participants in the rally at the lobby of Quezon Hall are clamoring for the payment of the back COLA. About two years ago, the President said, the University intervened in the Gutierrez case against the DBM in the Supreme Court. There is no decision on this yet. Hence, the University cannot pay yet the COLA.
2. Secretary of Budget and Management Romulo L. Neri in National Budget Circular No. 2005-502, dated 26 October 2005 clarified that all Supreme Court rulings, including the latest case of Philippine Ports Authority vs. Commission on Audit G.R. No. 160396, 6 September 2005 apply to specific government owned and controlled corporations. The only case which covers national government employees is still pending before the Supreme Court (Gutierrez vs. DBM, G.R. Nos. 153266 and 159029). Secretary Neri added that payment of allowances and other benefits such as COLA remains prohibited unless otherwise provided by law or ruled by the Supreme Court. Furthermore, National Budget Circular 2005-502 provides that all agency heads and other responsible officials and employees found to have authorized the grant of COLA and other allowances and benefits already integrated in the basic salary shall be personally held liable for such payment and shall be severely dealt with in accordance with applicable administrative and penal laws.
3. The President made it clear that the University is doing its best to promote the welfare of its people. Recently, the amendments to the Collective Negotiation Agreement have been signed. This would entitle the rank and file to additional benefits such as additional sack of rice and Christmas grocery allowance. Money

for promotions of faculty and staff have been made available. Additional merit incentive of P5,000 per employee, plus monetization of leave credits will also be given before the year ends.

4. Chairman Puno clarified that in a meeting en banc, CHED decided to defer payment of the COLA to its personnel until the issue is clarified with Malacañang and DBM. The Chair said he even issued a Memorandum to the cashier directing him to hold the release of the COLA. It was when he was out of the Office for a meeting that the Deputy Executive Director of CHED ordered the release of the COLA. Chairman Puno reported this to the Commission on Audit, copies furnished to DBM and Malacañang. The Commission on Audit said the payment of the COLA to CHED personnel will be disallowed and the people responsible for its release shall be held accountable.

Board action: The Board reiterated its position to wait for the decision of the Supreme Court before COLA is paid.

Appeals on Promotion

1. Regent Gonzalez brought to the attention of the Board appeals of some UPIS faculty on promotion.
2. Regent Sinsuat likewise received an appeal on promotion.

Board action: The appeals will be referred back by the President to the Diliman Chancellor. Since there might be more cases of promotions, the Board authorized once again the President to approve promotions, subject to its confirmation in subsequent meetings.

On the Construction of CHED Building

1. Regent Sarmiento inquired on the status of the pending construction of the CHED building in the UP Diliman Campus.
2. President Roman informed the Board that the Contract of Lease entered into by and between UP and CHED was approved by the Board of Regents at its 1112th meeting held on 25 September 1997. This was during the time of President Emil Q. Javier.
3. Based on her recollection, the President said that CHED did not push through with the construction of the building after the groundbreaking ceremony since CHED then thought it was not politically correct to construct a building when other SUCs were suffering from budgetary constraints.
4. Regent Sarmiento asked if there is a contractor already.
5. Chairman Puno said there is no contractor yet. He also clarified reports appearing in newspapers that he is harassing the Bids and Awards Committee (BAC). In fact, he said, he had to stop the bidding because of major violations by the BAC. The Commission en banc has decided to ask the Department of Public Works and Highways to do the bidding.
6. To put things in their proper perspective, Regent Sarmiento suggested that the President remind CHED of the Contract of Lease signed in 1997.
7. The President informed the Board that the University has been in touch with CHED, even during the time when she was Chancellor of UP Diliman. In 2002, there was an attempt to clear the property in question of informal settlers. The University went through all the processes, i.e., consulted with the occupants, met with the Commission on Human Rights as well as with the Presidential Commission on the Urban Poor and the Department of Social Welfare and Development. On the day the clearing activity was supposed to take place, politicians came out and stopped the demolition. The informal settlers brought the University to court. The case is still in court. Meanwhile, the informal settlers have grown in number. Quezon City Hall has been informed of this problem.
8. President Roman said they have been reminding CHED to move in. Had they constructed their building immediately, UP would not have been confronted with the problem of informal settlers.

9. Chairman Puno pointed out that they have been coordinating with UP and other government agencies for the demolition of shanties in the property leased to them. The informal settlers have now filed a complaint against CHED. The Chair promised to give an update on this in the next meeting of the Board.
10. Regent Sarmiento requested that he be furnished a copy of the Contract of Lease between UP and CHED and the status of the case filed by the informal settlers against UP.

Report of the Student Regent on the General Assembly of Student Councils and the Joint Resolution of Student Councils of the U.P. System on the General Assembly of Student Councils

1. Copies of the aforementioned documents, including the Codified Rules for Student Regent Selection, were furnished the Regents on the day of the meeting of the Board.
2. Regent Varona pointed out that this is a matter that should not have gone up to the Board of Regents.
3. President Roman explained that this was included in the agenda since it is not a problem of a particular campus. There is a request from a group of students that the Board recognize the legitimacy of their proceedings and its binding implications on the selection of the next Student Regent. This group, according to the President, is claiming that they are the majority.
4. As a backgrounder, the President informed the Board that students have been very jealous of their right to select the Student Regent. The Administration has never intervened in the selection of the Student Regent.
5. In the recent general assembly of students presided over by the Student Regent, there were sectors that moved for certain amendments. Questions were raised. There were those who wanted a division of the house and there were those who wanted more clarifications. Because of the rising tension among the delegates, the Student Regent adjourned the proceedings. The group which claims that they are the majority reacted to the Student Regent's adjournment of the proceedings. They are saying that under the Robert's Rule of Order, one must have 50% plus one of those in attendance agreeing to adjourn. Because they consider the adjournment as illegal, the group proceeded with the meeting, assigned a temporary presiding officer and voted on the amendments. These amendments include the following: (a) deletion of explicit reference to KASAMA sa UP; (b) inclusion of "good academic standing" as qualification for SR Nominees; and (c) change in the voting mechanism in the Student Regent Selection.
6. The President said that the Board has been given copies of the Joint Resolution of Student Councils including an Urgent Supplemental Manifestation on the Joint Resolution where they "maintain that the whole process is a purely student activity and for the Honorable Board of Regents, the Honorable Student Regent included, to merely uphold the legitimacy of the will of the majority of the student councils and, in the converse for the Honorable Board of Regents to restrain any act or proceeding that runs counter to or is inconsistent with the will of the majority of the Student Councils."
7. Chairman Puno enjoined the students through the Student Regent to settle their differences among themselves. The Board should maintain its hands-off policy on the selection process for Student Regent. The problem, he said, if they could not agree is they lose their seat in the Board of Regents.

The Board **noted** the following:

Appointment of Hon. Carlito S. Puno, as Chairman of the Commission on Higher Education (CHED), Office of the President, for a Term Expiring on 20 July 2006

Letter Dated 2 November 2005 of President Emerlinda R. Roman, to Honorable Carlito S. Puno, Acting Chair, Commission on Higher Education, Requesting Permission to Travel on Official Time to Hanoi, Viet Nam from 18 to 22 December 2005, Inclusive of Travel Time, to Attend a Workshop under the ASEAN University Network (AUN) Initiative on ASEAN Integration (IAI) Entitled, "Enhancing Higher Education Management in CLMV Countries"

The goal of the IAI is to narrow the development gap among ASEAN countries and help alleviate poverty in Cambodia, Laos, Myanmar and Viet Nam (CLMV). One of its components is human resource development. Towards this end, the Hanoi workshop will gather educators and experts in higher education and come up with recommendations on how to increase and develop manpower in teaching, research, public services and cultural preservation in said CLMV countries.

The AUN will take care of the round-trip airfare, while the ASEAN Foundation will cover workshop expenses including hotel accommodation and meals.

Dr. Roman requests the following:

1. Payment of her salary during the period, the usual pre-travel allowance, and that portion of the daily subsistence allowance (DSA) intended for incidentals (to cover airport-hotel transfers, unsponsored meals outside of the conference, and others), the latter two to be taken from the U.P. International Linkages Fund.
2. Use of official passport as well as exemption from payment of travel tax.

Correction of the Term of Office of Prof. Virginia B. Dandan as Dean, College of Fine Arts, U.P. Diliman from 1 July 2004 until 30 June 2007 to 1 July 2004 until her retirement at age 65 on 10 September 2006 as Endorsed by the President and Approved by the Board of Regents on 22 July 2004

Due to an administrative oversight, the term of Dean Virginia B. Dandan of the College of Fine Arts was inadvertently written as from 1 July 2004 until 30 June 2007, a full term appointment. The recommendation of the Chancellor which was subsequently endorsed by the President and approved by the Board stated that Prof. Dandan was recommended as Dean, "effective July 1, 2004, until the date of her retirement."

It should be pointed out, however, that the previous appointment signed by then University Secretary Martin V. Gregorio contained the usual phrase "unless sooner terminated and subject to pertinent University regulations."

Deed of Donation and Acceptance Entered into by and between U.P. Diliman (Donee) and Miguel G. Belmonte, President, Philippine Star (Donor)

Donation: P250,000.00 (under Equitable PCI Bank Cheque No. 0198659 dated 9 September 2005)

End user: Department of Hotel, Restaurant and Institution Management Computer Laboratory, College of Home Economics *Particulars:*

1. The Donor consistent with their commitment to U.P. College of Home Economics donated "Cash" for HRIM Computer laboratory.
2. For the purpose of continued use, custodianship, maintenance, and accountability for such cash, it is the desire of the DONOR to donate to the DONEE said cash.

Date signed: 9 September 2005

(The Board noted with appreciation the donation.)

Donations Remitted to the U.P. Foundation, Inc.

1. P850,000.00 from The Children of Prof. Delfin D. and Marcela B. Samson for Supplemental endowment for the *Prof. Delfin D. and Marcela B. Samson Professorial Chair in Biochemistry*, U.P. Manila

2. P700,000.00 from The Children of Prof. Delfin D. and Marcela B. Samson for Supplemental endowment for the *Prof. Delfin D. and Marcela B. Samson Professorial Chair in Pharmacy*, U.P. Manila
3. P161,266.08 from the Fundacion Fernando Rielo (2,371.56 @ P68.00) for Supplemental endowment for the *Fernando Rielo Professorial Chair in Teaching Spanish Literature and Thought*, U.P. Diliman
4. P5,505.90 from Ms. Maria Harper & Mr. Cesar Torres (US\$100 @ P55.059) for the U.P. Centennial Fund
5. P5,505.90 from Mr. Fil Obmerga (US\$100 @ P55.059) for the U.P. Centennial Fund
6. P110,118.00 from Ms. Rhodora Marina L. Maligalig, UPNAAI President (US\$2,000 @ P55.059) for the U.P. Centennial Fund (Faculty Development Endowment Fund)
7. P275,295.00 from the U.P. Alumni Association of Greater Los Angeles (US\$5,000 @ P55.059) for the U.P. Centennial Fund (Faculty Development Endowment Fund)
8. P330,354.00 from Ms. Josefina A. Wee Sit, U.P. Alumni Association in America (US\$6,000 @ P55.059) for the U.P. Centennial Fund (Student Research Endowment Fund)
9. P109,200.00 from the UPAA - San Francisco c/o Mr. Ed Damasco (US\$2,000 @ P54.60) for the U.P. Health Service Laboratory Project
10. P682,500.00 from The MacArthur and Josefina delos Reyes University Charitable Fund (US\$12,500 @ P54.60) for Supplemental endowment for the *MacArthur and Josefina delos Reyes Professorial Chair in Mathematics*, U.P. Diliman
11. P1,391,025.00 from Dr. Romeo M. Flores (US\$25,500.00 @ P54.55) as the initial endowment for the *Dr. Romeo M. Flores and Family Scholarship*, U.P. Diliman
12. P10,910.00 from Ms. Ester Florentino-Toribio (US\$200.00 @ P54.55) for the U.P. Centennial Fund
(The Board noted with appreciation the donations.)

Invitation of Regent Jaime S. De Los Santos to the Christmas Celebration of the Board of Directors of the U.P. Alumni Association on Thursday, 8 December 2005, 6:00 p.m. at the 2nd Floor Lobby of the Ang Bahay ng Alumni

1204TH MEETING, 15 DECEMBER 2005

APPOINTMENTS

The Board **approved** the appointments of the following:

UNIVERSITY OFFICIALS

U.P. System

Ruperto P. Alonzo, Vice President for Development, effective 15 December 2005 to serve at the pleasure of the President

TRANSFER TO PERMANENT STATUS

U.P. Diliman

Rolando P. Dayco, Professor 6, Technology Management Center, effective 15 December 2005

EXTENSION OF SERVICE BEYOND COMPULSORY RETIREMENT AGE OF 65

U.P. Diliman

Olivia C. Caoili, Professor 12, College of Social Sciences and Philosophy, effective 29 November 2005 until 31 May 2006

ORIGINAL APPOINTMENT BEYOND RETIREMENT AGE OF 65

U.P. Los Baños

Paulino B. Zafaralla, Professorial Lecturer 1, College of Arts and Sciences, effective 14 November 2005 until 31 March 2006

U.P. Open University

Caridad M. Natividad*, Professorial Lecturer 5, Faculty of Education, effective 7 November 2005 until 31 May 2006

* with existing appointment at the College of Science, U.P. Diliman

RENEWAL OF APPOINTMENT BEYOND RETIREMENT AGE OF 65

U.P. Diliman

Benjamin H. Cervantes, Professorial Lecturer 5, College of Arts and Letters, effective 1 November 2005 until 31 October 2006

Romeo G. Dizon, Professorial Lecturer 2, U.P. Extension Program in Pampanga, effective 1 November 2005 until 31 October 2006

Edgar E. Escultura, Professorial Lecturer 2, U.P. Extension Program in Pampanga, effective 1 November 2005 until 31 October 2006

REAPPOINTMENT BEYOND RETIREMENT AGE OF 65

U.P. Diliman

Juan T. Lim, Professorial Lecturer 2, College of Business Administration, effective 25 September 2005 until 31 May 2006

Teodoro M. Santos, Professorial Lecturer 5, College of Social Sciences and Philosophy, effective 9 September 2005 until 31 March 2006

RENEWAL OF APPOINTMENT AS AN EXCEPTION TO THE FACULTY TENURE RULE

U.P. Diliman

Floro C. Quibuyen, Associate Professor 1, Asian Center, effective 11 November 2005 until 31 October 2006

MATTERS ARISING FROM THE MINUTES OF THE 1203RD MEETING (24 NOVEMBER 2005)

Report of the Chair of the Regents' Committee Tasked to Review the Abbas' Appeal

1. At its 1203rd meeting on 24 November 2005, the Board agreed to constitute the Regents' Committee composed of Faculty Regent Salcedo L. Eduardo (Chair) and Regents de los Santos and Davide, to review the appeal of Mr. Jamal Abbas. The committee was given two (2) weeks to work on this assignment.
2. On 2 December 2005 the Regents' Committee had a meeting together with the Diliman Chancellor, Dr. Sergio S. Cao and College of Mass Communication Dean, Professor Nicanor Tiongson. The Committee discussed the essential issues raised by Mr. Jamal Ashley Abbas. All pertinent documents relating to this matter were reviewed.
3. The Chair and Regent de los Santos met again on 15 December 2005 noon time to finalize the report. Regent Davide was not able to attend the said meeting because he was indisposed but the

Chair met with him early morning, the same day, to discuss the report. Hereunder are the pertinent findings of the Committee:

Issues Raised by Mr. Abbas	Findings of the Committee
a. Lack of due process in the selection/hiring of faculty	<ul style="list-style-type: none"> -The Committee did not see anything improper in the process of selecting/hiring of faculty at the UPFI. It followed procedures in harmony with university rules and policies. The Institute adopted a point system to evaluate application. -The result of the pre-screening showed that Mr. Abbas ranked number four (4) among the nine (9) applicants. -After the lecture demonstration, Mr. Abbas ranked 6th among eight (8) applicants. (Apparently one (1) applicant did not push through with his/her application).
b. Lack of due process in CAPC's approval of UPFI faculty recommendation on 11 May 2005	<ul style="list-style-type: none"> -The UPFI faculty decided to hire the top three (3) applicants: Dr. Tilman Baumgartel, Ms. Olivia Cantor and Mr. Arnold Alamon but the last applicant was not appointed when the Institute's attention was called regarding the up-or-out rule. Even when Mr. Alamon was removed from the list, Mr. Abbas was not the next in rank to replace him. -The Committee also noted that five (5) out of six (6) of the voting members of the CAPC stood by their original recommendation to endorse the recommendation of the UPFI as the College's action to the letter of Mr. Abbas for the College to rescind its endorsement of the UPFI recommendation. The decision of the DAPC and the CAPC was affirmed by the Diliman Academic Personnel and Fellowship Committee and finally endorsed by the Chancellor.
c. Use of Student Evaluation for Teaching (SET) as basis for renewing contract even if the UPFI Academic Coordinator informed him that he was going to teach six (6) units	<ul style="list-style-type: none"> -SET has always been used as one of the criteria in hiring incoming faculty members, as well as in the renewal of contract for casual, substitute or temporary appointment. -On 21 April 2005, Mr. Abbas had his teaching demonstration. Present were the faculty of the Institute. Each had a copy of applicants' dossier including CV, letters of recommendation, researches, transcript, SET, etc. The faculty scored each applicant, used scores to discuss the merit of each applicant and came to a consensus on the ranking.

	-It is the Committee's opinion that the promise of the UPFI Academic Coordinator that Mr. Abbas is going to teach six units does not constitute hiring. One still has to go through the process of evaluation.
d. Criteria used - were these fair, objective and reflective of U.P. ideals?	-The CAPC followed the existing criteria used for all applicants for faculty position. The College Dean and UPFI Director assert that "The criteria set forth by the DAPC and concurred by the faculty represent the ideals of academic excellence of the University emphasizing published research in refereed academic journals or creative output, teaching competence and highest degree earned."
e. Merit as basis of employment	-Mr. Abbas claims that because of his MA degree in Film Studies he has the most appropriate degree from among the applicants to be hired at the UPFI and therefore is more meritorious. The Committee noted that degree is only one of the criteria used. The corresponding points for Mr. Abbas' degree (MA) has been factored in. In fact he ranked second under this criterion based on a document presented by CMC to the Committee. The other applicants who ranked higher than Mr. Abbas in the overall score have also undergraduate degrees in film and audiovisual communication with the exception of Mr. Alamon but who was not appointed.
f. Religious/ethnic discrimination	-The Committee did not see any discrimination on him being a Muslim.
g. Appointment of a foreign national as a full-time faculty	-There was no rule or law violated for appointing Dr. Tilman Baumgartel. UPFI wanted someone to teach German cinema because this has never been taught at the Institute and further, the Institute wanted to have a more globalized emphasis in film studies. Dr. Baumgartel has the credential in teaching the subject as well as a distinguished academic background in film. Furthermore, the appointment is on a substitute status
h. Appointment of faculty covered by the up or out rule in another college at the College of Mass Communication	-This refers to the recommendation to hire Mr. Alamon. This is already moot and academic since he was not appointed.

4. Regent Sinsuat appealed that Mr. Abbas be given the chance to work in the University.
5. Regent Villar inquired into the possibility of giving Mr. Abbas even a part-time load.
6. The President said she is not sure if a lectureship position would be acceptable to Mr. Abbas. Moreover, this would also depend on

the College. The latter will have to determine if there are still courses that need teachers.

7. Regent Gonzales said she is also for giving Mr. Abbas another chance.
8. Regent Sinsuat expressed Mr. Abbas' wish that the Committee invite him so he can also present his side.
9. Regent Eduardo pointed out that his Committee did not invite Mr. Abbas because the voluminous documents given them already contained everything they needed including Mr. Abbas' responses to documents presented by the other side.
10. Regent Gonzales enjoined the Regents' Committee to listen to what Mr. Abbas has to say.
11. Regent Villar inquired if it is possible to push for an Affirmative Action Program in relation to faculty recruitment in the University. In some universities abroad, she said, a certain percentage of the positions is reserved to the minorities.
12. The President said the University implements an Affirmative Action Program in relation to student admission but not in the appointment of faculty.

Board action: The Board deferred action on the appeal. Faculty Regent Salcedo Eduardo was requested to talk to Mr. Jamal Ashley Abbas and get his side. The President was likewise requested to explore the possibility of pursuing an Affirmative Action Program in relation to faculty recruitment.

POLICY MATTERS APPROVED

Request of Dr. Cecilia A. Florencio, University Professor, for a Waiver of the Rules on Sabbatical

Dr. Cecilia A. Florencio, University Professor from the College of Home Economics wishes to avail of the remaining period of her sabbatical starting 1 November 2005 to 31 May 2006.

The rules on sabbatical provide that "in no case shall the sabbatical be granted within two years before the faculty member's sixty-fifth birthday." Moreover, the same rules stipulate that "the faculty member shall report back for service to the University immediately after his/her sabbatical. Report back from service is understood to mean resumption of teaching duties or assumption of administrative assignment for at least two years."

Dr. Florencio was initially granted sabbatical effective 1 June 2001 until 31 May 2002. However, due to exigencies of service, her sabbatical was amended to take effect on 1 November 2001 to 31 May 2002. This was approved by then Chancellor Roman on 10 September 2001.

Dr. Florencio recently turned 64 years old and her compulsory retirement will be next year, 21 November 2006.

It was recommended that the request of Dr. Florencio be considered in view of the following: (1) it was due to exigencies of service that her previous request for sabbatical was cut short; (2) she has served the University with dedication as faculty and administrator which earned her the University Professor rank.

Conferment of the Degree of Doctor of Laws (LL.D.) *Honoris Causa*, upon Dr. Avul Pakir Jainulabdeen Abdul Kalam, President of India

Dr. Kalam became the 11th President of India on 25 July 2002. He is a Tamil Indian, born in Dhanuskodi, Tamil Nadu to a working class Muslim family. He received his degree in aeronautical engineering from the Madras Institute of Technology in 1958. He joined India's Defense Research and Development Organization upon graduation to work on a failed hovercraft project. In 1962, he moved to the India Space Research Organization where his team launched several satellites. He made a significant contribution as Project Director to develop

India's indigenous satellite launch vehicle (SLV-III) which successfully injected the Rohini satellite in the near earth orbit in July 1980.

The Committee on Honorary Degrees chaired by the President took cognizance of President Kalam's significant contributions in the field of nuclear science and technology and his efforts to make India a knowledge superpower and a developed nation by the year 2020.

Memorandum of Agreement Entered into by and between the U.P. System and the Commonwealth Scientific and Industrial Research Organization (CSIRO), Australia

Introduction:

The Agreement between CSIRO and the U.P. System was, upon the request of the Vice President for Legal Affairs, withdrawn from the agenda of the 1201st meeting of the Board to have more time to study the absence of a definite term, in light of the exclusive license to be granted to CSIRO to commercialize worldwide the Bioremediation technology developed under the project. The absence of a definite term implies that the Agreement subsists for as long as CSIRO receives from Orica¹ (CSIRO's sub-licensee) revenue attributable to the project results.

In Memorandum No. MVFL-2005-361, the Vice President for Legal Affairs reported that in their e-mail dated 6 October 2005 to Mr. Jain of CSIRO, they requested that a provision be inserted in the Agreement providing for a five (5) year term. They have not received any response to the said e-mail.

In any event and upon further study of the matter, the Office of Legal Services believes that the Agreement can be acceptable without further amendment with respect to the term, given the following circumstances:

1. The study was funded by CSIRO which could have entitled it to joint ownership of any patentable invention under the Governing Principles and Policies on Intellectual Property Rights of the U.P. System.² As a joint owner, CSIRO could have asked for exclusive license for an indefinite term coterminous with its licensing agreements with ORICA, subject to U.P.'s consent.
2. The Project Document states that CSIRO is responsible for enzyme development, while Orica, to whom outputs of the project will be licensed, shall have exclusive rights to manufacture and market the enzymes. While the project documents did not expressly state that this will be an indefinite arrangement, this could have been the intention of the parties.
3. Dr. Florida Cariño, Project Leader of the Philippine Team, advised the Office of Legal Services that no commercial product for off-farm bioremediation applications was developed. No patentable technology resulted from the project.

Details

Project: Bioremediation technology for insecticide residues in horticulture

Particulars:

The Bioremediation project is a collaborative research intended to further develop existing Australian enzymatic bioremediation technology for use in post-harvest clean-up of residues on the surfaces of horticultural commodities. This project was undertaken under the Memorandum of Subsidiary Arrangement (MSA) between the Australian Government (represented by the Australian Centre for International Agricultural Research (ACIAR) and the Philippine Government (represented by the Philippine Council for Agriculture, Forestry and Natural Resources Research and Development (PCARRD) signed on 21 December 2000 and 9 January 2001, respectively and effective up

¹ CSIRO has R & D license agreements with Orica covering further development and commercialization of the Bioremediation technology.

² Under Clause 5 of the Project Arrangement, intellectual property rights created in the Philippines will vest in U.P., unless otherwise directed by PCARRD.

to 31 December 2003 or such other date as may be agreed upon between ACIAR and PCARRD. The Australian Government pledged to contribute A\$149,819, and the Philippine Government A\$56,804, to fund the project.

Background:

- a. The Government of Australia through the Australian Centre for International Agriculture Research ('ACIAR') and the Republic of the Philippines through the Philippine Council for Agriculture, Forestry and Natural Resources Research and Development (PCARRD) have signed a Memorandum of Subsidiary Arrangement ('Memorandum') in relation to ACIAR Project No. PHT/2000/081 ('Project').
- b. U.P. and CSIRO have been nominated as the 'Implementing Agencies' for the Project.
- c. Clause 5 of Project Arrangement that forms Annex 1 of the Memorandum ('Project Arrangement') provides that where Intellectual Property is created or derived or arises solely from the performance of the Project services under the Memorandum, whether in Australia or in the Republic of the Philippines, the rights to the Intellectual Property in Australia vest in CSIRO and the rights to the Intellectual Property in the Republic of the Philippines vest in U.P.
- d. U.P. has the authority from PCARRD to cede all Intellectual Property in the Philippines in favour of U.P. and confirms that PCARRD has no ownership in the Intellectual Property.
- e. The Project Arrangement specifies that Orica Australia Pty Ltd ('Orica') is a Collaborating Institution in Australia. CSIRO has notified ACIAR that it has pre-existing commercial arrangements with Orica in relation to the likely outcomes of the Project.
- f. CSIRO has therefore agreed to participate in the Project on the basis that U.P. and PCARRD agree that in the Commercialization Field all Project Results will be Commercialized through Orica and that CSIRO has the exclusive right to any bioprocessing and/or biotransformatics and/or transgenic applications arising from the Project.
- g. U.P. agrees to grant CSIRO all rights necessary to comply with the arrangements described in clause 1.5, in return for a share of revenue that CSIRO receives from Orica, as set out in this Agreement.

Payments:

- a. CSIRO must pay the Licensor a Royalty on any Net Revenue received by CSIRO and attributable to the Licensor's interest and ownership in the Project Results. An Agreement will be entered into and the Royalty will be based on apportionment of contribution to development of the Project Results in accordance with clause 9 of the Memorandum.
- b. Within 60 days after 31 December of each year CSIRO must:
 - 1) give the Licensor a statement:
 - 1.1 specifying the Net Revenue received during the 12 month period just ended; and
 - 1.2 showing the calculation of the Royalty payable to the Licensors for that 12 month period; and
 - 2) pay the Licensor, the Royalty payable for that twelve month period as directed by U.P. from time to time.
- c. CSIRO is obliged to pay any Royalty to the Licensor for any 12 month period where the amount of the Royalty is less than \$100.

Effectivity: Effective upon signing by the parties

Abolition of the Program/Title Certificate in Barangay Health Work of the School of Health Sciences, U.P. Manila

Rationale

In the light of recent trends in the delivery of health care services and in consideration of available resources, curricular revisions have

been undertaken to:

1. make training more relevant to the needs of stake holders;
2. make the training of the various categories of health workers more efficient;
3. to enhance competencies of the graduates in the light of new professional roles especially in the field of research.

The School of Health Sciences recommends the abolition of the title Certificate in BHW along with its service leave component as the first level in its step-ladder curriculum. Its courses however, are retained as they are an integral part of the Certificate in Community Health Work course.

Justification:

- **The BHW program no longer meets the need for which it was established.** While the BHW was instituted in the late 70s when the concept was introduced by the WHO in response to the need for Village Health Workers, the SHS has not been feeding BHWs to the health care system. Those who exit for various reasons do not serve as BHWs but pursue other courses in other schools.
- **The development of BHW competencies do not require university-based training.** The BHW continues to be an auxiliary worker in the health care system and their training has been aptly addressed by the DOH. Furthermore, government policy on the management of Philippine education mandates the offering of post-secondary non-degree courses under the oversight responsibility of the TESDA. At best the training of the BHWs should be left to the DOH. The school can continue to assist in their training as it is doing now as part of its extension activities and community activities of the students but not necessarily as part of its regular academic offerings.
- Its abolition will be **more cost-effective for the university** as it refrains from the offering of courses that do not necessarily require university-based education and could be aptly addressed in other venues.
- **Training of the other levels of health workers will be more efficient** in terms of time and resources.

Contract of Lease between the University of the Philippines System (through UP Open University) and the International Rice Research Institute (IRRI)

At its 1199th meeting held on 26 August 2005, the Board deferred action on the Contract of Lease. It was the sentiment then of the Board that the Contract needed further study. In his Memorandum for the President on 12 December 2005, the Vice President for Legal Affairs stated that his office has reviewed the Contract and that this now incorporates all the suggested revisions.

Subject: Lease of eight (8) hectares of agricultural land located within the property of the U.P. Open University in Los Baños, Laguna
The leased land shall be used by IRRI for its experimental rice production and other related purposes.

Particulars:

<u>Plot No.</u>	<u>Approximate area (hectares)</u>
C27 to C42	4
B27 to B42	4

Lease Term: Beginning January 01, 2005 and shall terminate on December 31, 2009, unless sooner terminated as provided in this Contract. The lease term may be renewed for another five (5) years, under such terms and conditions mutually agreed upon by both parties.

Lease Consideration:

- a. Cash Component
In consideration of the lease of the land, Lessee shall pay an annual lease rental in the amount of Ten Thousand U.S. Dollars (US\$10,000) in cash. The annual rentals shall be paid in advance within the first

week of January of each year of the lease at the principal office of UPOU at Los Baños, without need of demand, with the payments for the months beginning 1 January 2005 up to the month that this Contract is executed, to be paid immediately upon such execution. In the event that the Lessee wants to extend the lease, it shall give the Lessor a notice in writing at least sixty (60) days prior to the expiration of this Contract and the parties shall renegotiate and execute a renewal of the Contract, subject to such terms and conditions mutually agreed upon.

b) Non-Cash Component

In addition to (a) above, the Lessee agrees to comply with the following conditions:

1. Maintain surrounding areas of the leased land, including the common roads, open spaces within the said area;
2. Subject to availability of space, allow UPOU staff, officials, students and tutors, to avail of its shuttle bus service, for free;
3. Allow its senior IT staff members to serve as affiliate members of the Faculty of UPOU without compensation, subject to such terms and conditions mutually acceptable to both parties;
4. Provide available post-doctoral fellowships to UPOU faculty subject to such requirements and qualifications pertinent to the fellowship program;
5. Provide available scholarships on a competitive basis to UPOU faculty and staff, subject to prior clearance from PHILRICE;
6. Collaborate with UPOU on possible research grants, subject to such terms and conditions mutually agreed upon by the parties;
7. Purchase library resources (books and CD-ROMs) and laboratory and information technology (IT) equipment and software, in behalf of UPOU, upon the latter's request, in accordance with the accounting and auditing procedures of both parties; and
8. Donate available used IT and office equipment and software to UPOU, on a case-to case basis.

Purchaser-Supplier Contract Entered into by and between the University of the Philippines System and the Apple Computer South Asia Private Limited

Item to be purchased: Supply and delivery of sixty-three (63) servers and seven (7) RAID storage systems

Amount: US\$227,018.00

The Office of Legal Services has reviewed the draft Purchaser-Supplier Contract and recommends the following corrections:

1. A provision designating Quezon City as the exclusive venue for litigations arising from the contract be incorporated therein.

Thus, the Office of Legal Services recommends the addition of the following paragraph:

“The Parties agree that the venue of all suits arising from the present contract shall be the trial court/s of Quezon City, Metro Manila, Philippines to the exclusion of all other courts.”

2. A provision to be incorporated that Philippine law shall govern the contract.
3. That Mr. Gerard Chua, who is designated in the contract as Apple Singapore's General Manager in the Philippines and is signing the contract for Apple Singapore, furnish a Philippine Address instead of a Singapore address. His Philippine address should be used in the contract, such that service upon Mr. Chua at his Philippine address shall be proper sufficient service for purposes of notice and/or court processes.
4. It is understood from Director Tiglaog that Apple has agreed to provide free parts and labor to keep the products in good order during the warranty period of Three (3) years.

To reflect the agreement the Office of Legal Services recommends the incorporation of the following provision:

“The Supplier shall provide free parts and labor to the Purchaser for the maintenance of the products within the warranty period of three years. For this purpose, the Purchaser may require any Apple Service Center in the Philippines to perform the said obligation of the Supplier. The Apple Service Centers in the Philippines include the following: (list provided by the Computer Center)”

The contract should first obtain prior approval from the Board of Regents to comply with requirement of Section 48 of R.A. 9184. This is so because BOR approval is required for direct purchase of supplies involving amounts exceeding P10 Million pesos.

FINANCIAL MATTERS APPROVED

Request of the College of Mass Communication, U.P. Diliman for Institution/Increase of Laboratory and Other Fees

At its 1201st meeting, the Board deferred action on this request because the Student Regent noted that some of the courses which are not exactly laboratory in nature will be charging laboratory fees. On 6 December 2005, Chancellor Cao forwarded to the Office of the Secretary of the University the justifications submitted by the Dean of the College of Mass Communication.

Department	Subject	Proposed Fee	
		From	To
I. BROADCAST DEPARTMENT			
A. Lecture Courses	BC 10	0	200
	BC 100	0	200
	BC 185	0	200
	BC 190	0	200
	BC 196	0	200
	BC 199	0	200
B. Laboratory Courses	BC 101	300	500
	BC 102	300	500
	BC 103	0	300
	BC 106	300	800
	BC 111	300	800
	BC 121	400	800
	BC 122	400	1000
	BC 123	0	300
	BC 124	400	800
	BC 125	400	800
	BC 130	0	200
	BC 131	0	1000
	BC 133	0	1000
	BC 136	0	200
	BC 142	0	1000

Justification:

Some lecture courses require students to monitor radio and television programs to enable them to analyze the structure of the industry. These include programs for radio and television that the teachers may not be able to tape while on-air. Thus, the department relies on the services of the Philippine Monitoring System (PMS) for dubbing programs that it needs for its classes. Dubbing cost for these programs range from P800-P1,500 per title. The department also purchases original musical cassettes tapes and CDs that are used for lecture classes to demonstrate specific topics in the course. In the same token, other lecture courses require students to do research work outside and present their findings in class. This also entails the use of audio-visual equipment, such as computers, LCD monitors, VHS, VCD, or DVD players and television monitors.

These lecture classes culminate with a simple production of a radio or television program. This is to help the teacher determine just how much the students have learned from their class. Inasmuch as the department has facilities for this purpose, the students find it more sensible and convenient to do their projects in school rather than outside. This is also to give them a chance to accomplish the tasks under the close supervision of the teacher.

The broadcasting industry is so dynamic that learning about its many facets requires more than the usual lecture-discussion inside the classroom.

The proposed increase in laboratory fees will be utilized for repair and upgrade of equipment.

Department	Subject	Proposed Fee	
		From	To
II. U.P. FILM INSTITUTE			
A. Lecture Courses	Film 10	100	200
	Film 100	100	200
	Film 102	100	200
	Film 104	100	200
	Film 106	100	200
	Film 145	400	800
	Film 161	300	600
	Film 171	100	200
	Film 183	100	200
	Film 199	0	200
B. Laboratory Courses	Film 110	400	600
	Film 112	300	800
	Film 113	400	600
	Film 114	400	800
	Film 121	100	200
	Film 131	400	800
	Film 132	300	600
	Film 135	300	600
	Film 141	400	800
	Film 151	300	600
	Film 163	400	800

Justification:

The unique nature of all the lecture courses offered in the film program requires students to operate and handle equipment for certain activities apart from lectures received. Such activities include reports and exhibit presentations that require both text and visual materials. These reports and presentations in turn entail handling and operating different types of equipment for editing and production in order to produce the visual materials to supplement their text.

The increased cost of equipment, maintenance, repairs and upgrading necessitates the increase in laboratory fees.

Department	Subject	Proposed Fee	
		From	To
III. JOURNALISM DEPARTMENT			
A. Lecture Courses	Journ 117	0	600
B. Laboratory Courses	Journ 121	500	600
	Journ 122	500	600
	Journ 123	500	600

Justification:

Journalism 117 (Online Journalism) was approved at the 84th meeting of the UP Diliman University Council on December 10, 2003. While course's justification at that time did not state explicitly its being a laboratory course, the Department of Journalism intended it to be one, given that teaching a Journ 117 class requires students to have access to computers with Internet connection. Just like other

laboratory courses offered by the Department, all Journ 117 classes are held at the Beltran News Room (BNR), hence the need to charge students the appropriate laboratory fees.

For the laboratory courses (Journ 121, 122, 123) the request in minimal increase in fee is necessary to defray the increasing cost of supplies, materials, repairs and maintenance.

Department	Subject	Proposed Fee	
		From	To
IV. COMMUNICATION RESEARCH DEPARTMENT			
A. Laboratory Course	CR 125	500	600

Justification:

The minimal laboratory fee increase will allow the department to upgrade the old computers.

Board action: Approval except for BC 131, BC 133 and BC 142. The Regents find the proposed laboratory fees in these courses very substantial.

ACADEMIC MATTERS APPROVED

Graduation of Students from the Different Constituent Universities of the U.P. System Who Completed All the Requirements as of the End of First Semester 2005-2006

Graduation of students from the different constituent universities of the U.P. System who completed all the requirements as of the end of First Semester 2005-2006 (or as of the dates indicated in the lists) and whose graduation was endorsed by their respective University Councils

1. U.P. Diliman
2. U.P. Manila
3. U.P. Visayas
4. U.P. Baguio

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

MEMORANDA OF AGREEMENT

The Board **confirmed** the following agreements:

Note: These contracts/agreements have gone through the standard University process from the Constituent University (CU) concerned and the University System. In cases where there were irregularities or inconsistencies with present laws, rules, regulations and processes, the documents were returned for review of or to exact compliance by the concerned.

U.P. System

Agreement on Academic Cooperation with the National University Corporation Kochi University, Japan

Agreement on Academic Cooperation entered into by and between the U.P. System and the National University Corporation Kochi University, Japan

Project: Academic and educational cooperation

Particulars:

- a. Both universities agree to develop the following collaborative activities in academic areas of mutual interest, on the basis of equality and reciprocity:
 - 1) Exchange of faculty, researchers and other research and administrative staff;
 - 2) Exchange of students;
 - 3) Implementation of collaborative research projects;

- 4) Implementation of lectures and symposia;
 - 5) Exchange of academic information and materials; and,
 - 6) Promotion of other forms of academic cooperation as mutually agreed upon.
- b. The development and implementation of specific activities based on this Agreement will be separately negotiated and agreed upon between the respective faculties, schools or institutes which carry out the specific projects. Both universities agree to carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.
 - c. It is understood that the implementation of any of the types of cooperation may be restricted depending upon the availability of resources and financial support of the universities concerned.
 - d. Should any collaborative research activity under this Agreement result in any potential for intellectual property, both universities shall seek an equitable and fair understanding as to the ownership and other property interests that may arise. This understanding shall be based on the laws, rules and guidelines implemented at each university.
 - e. This Agreement may be amended or modified by a written agreement signed by the representatives of both universities.
 - f. In the event of any unforeseen incident during collaborative activities in either country, both universities agree to negotiate a mutually acceptable solution. As far as practicable, these solutions shall be incorporated into the specific agreements.

Effectivity: Effective for a period of five years from the date of signing by the representatives of both universities. This Agreement shall be renewed after being reviewed and renegotiated by both universities.

Date signed: 24 November 2005

U.P. Diliman

Memorandum of Understanding with the University Research and Resource Development (UNIDEV)

Memorandum of Understanding entered into by and between U.P. Diliman and the University Research and Resource Development (UNIDEV)

Project: Provision of technical services and technology transfer

Particulars:

Parties shall meet periodically to negotiate and conclude arrangements and activities of cooperation which shall be subject to applicable University policies and regulations including confirmation of agreements for joint academic, research and/or training programs by the Board of Regents of the University of the Philippines.

Effectivity: Effective upon confirmation by the U.P. Board of Regents for a period of 3 years

Date signed: 10 November 2005

Research Contract with Prof. Vicente D. Mariano

Research Contract entered into by and between U.P. Diliman through the National College of Public Administration and Governance (NCPAG) and Prof. Vicente D. Mariano (Research Fellow)

Project: Philippine Food Safety and the Government: Addressing Food-Borne Threats

Particulars:

- a. The Research Fellow shall undertake the research project in accordance with the approved proposal, the schedule of activities provided and the approved budget.
- b. For undertaking the above mentioned project, the NCPAG shall pay the Research Fellow the amount of P328,000.00 chargeable against the NCPAG Budget 15.230.070.20 to be paid as follows:
 - 30% upon signing of the contract;
 - 30% upon submission of the draft manuscript; and
 - 40% upon submission of the final manuscript.

- c. Any publication arising from the research activities undertaken under the agreement shall identify the author of the report and the NCPAG as the source output.
- d. The NCPAG shall have full publication rights to the manuscript.
- e. The Research Fellow shall report in writing to the NCPAG any event or condition, which might delay progress of the project as provided for in the agreement as soon as the facts become known to the Research Fellow.
- f. The NCPAG, by written notice, may terminate this Contract, if the Research Fellow abandons or fails to complete the services contemplated herein as scheduled, or willfully violates any of the terms and conditions hereof, or if in the opinion of the NCPAG, after due inquiry, the work is unnecessarily or unreasonably delayed without justifiable cause. He shall be entitled to cost and expenses incurred by his performance of the contract for which payment has not been previously terminated. However, neither any extension of time nor acceptance of any part of the services contemplated therein shall be deemed as a waiver of the right of the NCPAG to seek redress of damage done.
- g. No modification of this agreement or any of its provisions shall be made except by amendments, which shall be signed by both the NCPAG and the Research Fellow.

Date signed: 15 November 2005

Contract with: Dr. Rosalina T. Bumatay-Cruz, Dr. Ma. Corazon A. Castro, Ms. Tina Marie Calderon and Ms. Sharon Fiel Teodosio (Authors); Dr. Ma. Milagros Laurel (Content Editor); Dr. Rosario Alonzo (Instructional Designer); Prof. Villy ATH Buenaventura (Language Editor)

Contract entered into by and between U.P. Diliman through the Diliman Interactive Learning Center and the following: Dr. Rosalina T. Bumatay-Cruz, Dr. Ma. Corazon A. Castro, Ms. Tina Marie Calderon and Ms. Sharon Fiel Teodosio (Authors); Dr. Ma. Milagros Laurel (Content Editor); Dr. Rosario Alonzo (Instructional Designer); Prof. Villy ATH Buenaventura (Language Editor)

Project: Interactive Multimedia Instructional Materials for Reading Different Forms and Writing as Discourse

Particulars:

The University shall provide an Instructional Material Development Grant for the following:

- a. Authors in the amount of P12,000.00 per learning object but not more than two (2) objects;
- b. Content Editor in the amount of P2,000.00 per learning object but not more than two (2) objects;
- c. Instructional Designer in the amount of P3,000.00 per learning object but not more than two (2) objects; and
- d. Editor in the amount of P1,500.00 per learning object but not more than two (2) objects.

Effectivity: 5 November 2005 to 15 May 2006

Date signed: 22 November 2005

Memorandum of Agreement with U.P. Manila through the Telehealth Center, National Institutes of Health

Memorandum of Agreement entered into by and between U.P. Diliman through the U.P. Computer Center (UPCC) and U.P. Manila through the Telehealth Center, National Institutes of Health

Project: Design and Implementation of Buddy Works: Use of Telehealth Services in Community Partnership Programs

Particulars:

- a. The Project has six (6) components, namely: 1) Hardware/ Equipment, 2) Project Management and Training, 3) System Analysis, Design and Development, 4) Monitoring and Evaluation, 5) Internet Connection, and 6) Project Administration and Support Services;
- b. The UPCC shall undertake the Internet Connection Component of the Buddy Works Project;

- c. The total project component cost to be provided to the UPCC shall be in the amount of P7,296,000.00; and
- d. UPCC shall be expected to complete the services for the Internet Connection component of the Buddy Works Project as provided for in the Internet Connection Terms of Reference.

Duration: UPCC shall be expected to complete the services within 36 calendar months

Date signed: 29 December 2005

Contract of Lease with the University Research and Resource Development, Inc.

Contract of Lease entered into by and between U.P. Diliman (Lessor) and the University Research and Resource Development, Inc. (Lessee)

Leased: Room with a floor area of approximately forty square meters (40 sq.m.) located at the Lower Ground Floor, PHIVOLCS Building

Purpose: As an office for its consultancy work, technology commercialization services, and legal and insurance reference desk services.

Rental rate: P5,400.00 per month

Duration: Effective for a period of three (3) years, beginning 1 January 2005 until 1 January 2008

Date signed: 3 October 2005

U.P. Manila

Memorandum of Agreement with Mahaveer Philippines Foundation, Inc. (MPFI)

Memorandum of Agreement entered into by and between U.P. Manila and Mahaveer Philippines Foundation, Inc. (MPFI)

Project: Provision of training required for Jaipur limb fabrication and fitting at the Orthotics and Prosthetics Section of the Department of Orthopedics and Department of Rehabilitation Medicine

Implementing Unit: Philippine General Hospital

Particulars:

Obligations of U.P. Manila-Philippine General Hospital:

- After training of medical staff and technician, PGH shall provide space, free of charge, in the Orthotics and Prosthetics Shop for installation of the Jaipur limb equipment and machinery and storage of tools, supplies and raw materials;
- To provide utilities, namely power/electricity and water free of charge needed in Jaipur limb production;
- To provide inventory, monitoring and documentation of production efficiency of Jaipur limb production; and
- To extend technical assistance in medical missions organized by MPFI from time to time and training of medical and allied health professionals free of charge.

Obligations of Mahaveer Philippines Foundation, Inc.

- To provide the medical staff and technician of U.P. Manila the skills required for Jaipur limb fabrication and fitting. U.P. Manila shall reimburse the daily honorarium of one (1) limb technician provided by MPFI at Jaipur, India;
- To provide and at its own cost, arrange to deliver and install the equipment, machinery and tools at the Orthotics and Prosthetics Shop, 2nd floor, Spine Building;
- To provide and at its own cost, arrange the delivery of free supplies and raw materials required for Jaipur limb production; and
- To provide at its own cost a technician for three days a week for eight hours a day.

Payment:

- Payments for the purchase of Jaipur limb shall be at the PGH Cashier's Office duly receipted and reported on a monthly basis to the end user with a copy furnished to MPFI.

- b. Sharing Scheme:

MPFI	-	40%
PGH	-	30%
PGH Orthotics and Prosthetics Section	-	30%

Effectivity: Three (3) years from the date of signing, renewable for another three (3) years upon mutual written agreement of the parties

Date signed: 28 October 2005

U.P. Mindanao

Memorandum of Agreement with the Philippine Council for Agriculture, Forestry and Natural Resources Research and Development (PCARRD)

Memorandum of Agreement entered into by and between U.P. Mindanao and the Philippine Council for Agriculture, Forestry and Natural Resources Research and Development (PCARRD)

Project: Propagation of the Endangered Philippine Pitcher Plant - *Nepenthes truncata Macf*

Particulars:

- The PCARRD shall fund the project in the amount of P620,099.55.
- U.P. Mindanao shall have a right of 15% on the intellectual property (royalty).

Effectivity: Effective January 2005 up to December 2007

Date notarized: 7 November 2005

Deed of Donation and Acceptance Entered by U.P. Diliman

Deed of Donation and acceptance entered into by and between U.P. Diliman (Donee), and the following:

- Dr. Joaquin Palencia (Donor)

Donation: two (2) sculptures

Particulars:

"Trans-2 Grassy Hill with Jutting Rock" Polychromed metal with dimension 1219mm(1) x 1219mm(w) x 1829mm(h). Estimated weight 300 kls.

"Trans-4 Sky, Earth and Grass" Poly-chromed metal with dimensions 2445mm(1), x 1311mm(w) x 1832mm(h). Estimated weight 350 kls.

End user: College of Music and College of Arts and Letters, respectively.

Date signed: 25 November 2005

- Napoleon V. Abueva (Donor)

Donation: one (1) sculpture

Particulars:

(Bronze Cast, Woman Figure, 1976, 41x16x15 cm)

End user: Jorge Vargas Museum

Date signed: 29 November 2005

OTHER MATTERS

On the Termination of the Memorandum of Agreement Entered into by and between U.P. Visayas and Kaunlaran Learning Center Foundation, Inc. (KLCFI)

At its 1203rd meeting on 24 November 2005, the Board of Regents approved the termination of the Memorandum of Agreement between the University of the Philippines and the Kaunlaran Learning Center Foundation, Inc. (KLCFI) executed on 5 October 2001 for the latter's clear violation of the provisions of the MOA.

KLCFI was allowed to operate pre-elementary and elementary education program inside the UPV Miag-ao campus for children of UPV employees and affected landowners. To date, KLCFI is intending to expand its educational program to secondary (high school) level within the same campus. In fact, in then Chancellor Ida M. Siason's

letter dated 14 May 2005 to President Roman, since 2003, the KLCFI has already accepted, and despite pendency of its proposal, is still accepting high school students. As early as 12 August 2003, UPV reminded KLCFI that the school was established to respond ONLY to the pre-elementary and elementary needs of the children of the UPV faculty/staff and relocated families; and that under Sec. 1.1.7 of the lease contract, KLCFI's decision to expand its instructional level is not self-executing because a prior amendment has to be secured subject to existing university policies.

In a letter dated 7 December 2005, the present Chancellor of U.P. Visayas, Dr. Glenn D. Aguilar requested the Board to allow KLCFI to operate until the natural termination date under the MOA, 31 May 2007 to give it ample time to look for a new relocation site and so as not to disrupt its academic commitment with its students.

Board action: The Board of Regents sustained its earlier decision to terminate the Memorandum of Agreement with KLCFI. It is for the latter to appeal this decision and for the Board to act accordingly upon receipt of such appeal.

Appeal of Armin E. Nematian, a B.S. Biology Student of U.P. Manila, that His Graduation Be Approved as of Summer of 2005, Not First Semester 2005-2006, as Approved by the University Council of U.P. Manila

This appeal was presented from the floor by the President. Earlier, however, the Regents were furnished copies of the appeal, dated 7 December and 11 December 2005.

Armin E. Nematian is a first year medical student of the University of Santo Tomas (UST). Apparently, he was admitted by UST despite the fact that as of First Semester 2005-2006, he has not been awarded his degree yet by U.P. Manila. In fact, as of the First Semester 2005-2006, Mr. Nematian was still enrolled for Biology 200 at U.P. Manila.

Hereunder are some facts gathered from U.P. Manila.

1. Nematian is a B.S. Biology student, who incurred an incomplete for BIO 200, thesis course, 2003-2004.
2. He had a whole year and a summer to complete such course, which should have been done by Summer of 2005.
3. However, the student did not complete such subject as of Summer 2005.
4. He alleged, as attested to by his Adviser, Prof. Samuel Go, that for all intents and purposes he had finished his thesis but that the panel before which he had to make a defense could not be convened in Summer of 2005.
5. However, the U.P. Manila authorities pointed out that:
 - a. Such an attestation was made by the adviser in order to help student Nematian enroll in the medicine program of UST.
 - b. That in reality, per the reader and critic, Prof. Ofelia Cuevas and attested to by another Bio Professor and College Secretary, Sylvia Sustento, the thesis was not acceptable by Summer 2005 and more revisions and tests had to be done. Incidentally, reader and critic, Prof. Ofelia Cuevas did not sign the Go letter.
 - c. However, the problem is, in an act of charity, Adviser Go made such a statement, to which some of his colleagues signed. They were given the impression by the parent of Nematian that this was only for purposes of the UST, so that Nematian could enroll.
 - d. Nematian, in short, could not present an acceptable thesis as of Summer 2005, even after a grace period of one year and one summer.
 - e. He was asked to re-enroll in First Semester 2005-2006, which he did and for which he finally got a grade of "3".
6. The parent of Nematian went to the Chancellor's office, through the Office of the Vice-Chancellor for Academic Affairs (VCAA).

Again, the parent gave the impression that the only attestation that UST needed was that even if he was reenrolled in FS 2005-2006, he did not attend classes.

7. This, the Chancellor could attest because it was really true. No thesis student has to attend classes, he or she just has to finish the thesis and present or defend it, as the case may be.
8. Chancellor Ramon L. Arcadio, again upon representations with him by the parent that only this was needed by UST, attested to other facts: that the student, Nematian submitted his thesis in summer, that other tests were needed to complete the thesis, that his panel convened in the first semester and that he was finally given a grade and graduated as of the First Semester 2005-2006. He also did not have to attend classes as is the practice for all thesis students, even if enrolled.

Apparently, this does not still satisfy UST, so the appeal of the student to the Board of Regents.

U.P. Manila cannot change certain facts, among which, that he really graduated only as of First Semester 2005-2006, per the records of the University Council meeting held on 7 December 2005.

Also, that as of Summer 2005, after a year and a summer of his incomplete in Bio 200, his thesis was still unacceptable. Only by the first semester, did he finally submit it, and it got a grade of "3". It was not even in the first few weeks of the first semester that he submitted such thesis. In fact, it was submitted only in time for the faculty meeting of the College of Arts and Sciences.

Mr. Nematian and his mother, Mrs. Gloria E. Nematian request the Board that his graduation be approved as of Summer 2005. Otherwise, Mr. Nematian's enrolment at UST shall be invalidated.

Board action: The Board denied the appeal of Armin E. Nematian. It sustained the decision of the University Council of U.P. Manila that his graduation should be as of the end of the First Semester 2005-2006.

Letter of Mr. Clodualdo "Buboy" Cabrera, President, All-U.P. Workers Union Dated 6 December 2005 to President Emerlinda R. Roman Requesting the U.P. Administration to Give an Additional P5,000 Incentive to All Employees

1. This letter was presented by the President from the floor.
2. Mr. Cabrera is appealing that the Board take up the possibility of giving additional incentive of P5,000 to all U.P. personnel.
3. Given the financial status of the University, the President informed the Board that this is a remote possibility. There is, however, the possibility of another P5,000 from President Gloria Macapagal Arroyo. The latter has announced the grant of Performance Bonus in the amount of P5,000 to all government employees.

The Board **noted** the following:

Land Registration Commission Registry of Deeds for the Transfer Certificate of Title No. 186824 in the Name of Aida Baltazar

At its 1203rd meeting on 24 November 2005, the Board of Regents approved the Memorandum of Agreement entered into by and between U.P. Manila and Dr. Aida Baltazar for a donation *mortis causa* executed on 19 May 2005. The Board, however, requested for a technical description of the real property being donated by Dr. Baltazar. For this purpose, Dr. Baltazar submitted a copy of the TCT.

Profile of Systema Computer Solution Corporation

At its 1203rd meeting on 24 November 2005, the Board of Regents confirmed the Lease Agreement entered into by and between U.P. Diliman, the U.P. Technopark and Systema Computer Solutions Corporation. The Regents, however, requested a profile of Systema Computer Solution Corporation.

Report of the Faculty Regent: Highlights of Consultations with the Faculty

The Faculty Regent has visited the following constituent campuses for consultation with their respective faculty at the following dates:

U.P. Baguio	-	4 October 2005
U.P. Visayas (Tacloban)	-	17 October 2005
UPM School of Health Sciences (Palo, Leyte)		
U.P. Visayas (Cebu)	-	18 October 2005
U.P. Mindanao	-	9 November 2005
U.P. Visayas (Miag-ao)	-	10 November 2005
U.P. Visayas (Iloilo)	-	10 November 2005

The Faculty Regent also made himself available for consultation through e-mail from faculty members of the other constituent campuses.

Below is a summary of the issues and concerns raised at these consultations.

ISSUES & CONCERNS

- Low faculty salary** as compared to other top universities in the country. One faculty member said, faculty salary and current incentive packages "are not really commensurate to the level demanded of faculty performance".
- Faculty promotion is not regular and too far in between.** Some viewed the requirements for moving to the next rank stringent. Some viewed the need for separate criteria for faculty members who are not research-oriented but are in fact very good and dedicated teachers.
- Five-year up-or-out rule:** The length of period does not allow sufficient time for young faculty members to comply with the requirement of obtaining an MS/MA degree because of limited opportunities for further study. Most are either substitute or on casual status and therefore cannot be sent on fellowship or study leave with pay. Even those occupying items and on temporary status cannot immediately avail of study leave privilege after being hired. Normally, it takes about not less than two years of service before he/she is allowed by the department to go on study leave. This is further complicated when exigencies of the service come in. The university might be missing the opportunity of hiring young faculty members with great potential. The lack of research facilities further aggravates the condition making it difficult for some to comply with the publication requirement.
- Publication requirement for faculty tenure.** Current requirement is viewed by some as very strict resulting to loss of good and experienced faculty who have developed expertise in their field. These "experienced" faculty members are replaced by neophytes for whom the university will spend again for their development.
- Need for additional faculty benefits and incentives.** Some suggested "non-cash benefits" like schooling privileges of faculty dependents as another faculty incentive. Other suggested exemption from taxes for the teaching profession such as for books, eyeglasses, and other materials used in teaching. To extend 'medical allowance' to all faculty members and not only to those holding administrative positions.
- Lack of faculty items.** Junior faculty members cannot go on graduate study leave with pay because there is lack of faculty members in the department who can take over teaching and other duties.
- Non-availability of **clothing allowance** from system funds especially for those who go on study leave abroad. At present, this depends on the availability of funds in the constituent university.
- Automatic promotion.** This should also be extended to those who obtained an MS/MA degree and to faculty upon retirement.
- Backpay for **COLA**
- Others:**
 - Consider making GSIS payment of premium optional so that one can invest instead in a private company for better benefits.
 - Consider extending hazard pay benefit also for those faculty and staff handling laboratory classes involving hazardous materials.
 - In UP Mindanao, the *habal-habal* transportation in the campus needs to be addressed because of the danger it poses to faculty, staff & students. The road network needs a lot of improvement. UP Visayas had the same kind of road network in their early days in Miag-ao and they called it "abortion roads".
 - For U.P. Manila, incentives for members of the clinical faculty whose appointments are without compensation, should be considered.

Executive Summary on the Status of the Inter-Agency Committee on Informal Settlers' Efforts at Eviction in the CHED-Leased Property at U.P. Diliman

At the 1203rd meeting of the Board held on 24 November 2005, Regent Sarmiento inquired on the status of the pending construction of the CHED building in the U.P. Diliman Campus and the status of the case filed by the informal settlers against U.P.

On 12 December 2005, Atty. Ida May La'O, Vice-Chancellor for Community Affairs, U.P. Diliman wrote a Memorandum for the Board of Regents on the "Executive Summary on the Status of the Inter-Agency Committee on Informal Settlers' Efforts at Eviction in the CHED-Leased Property at U.P. Diliman."

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

SEPARATIONS FROM THE SERVICE

U.P. System

3rd Quarter 2005 (July - September)

Victoria S. Griarte, Management and Audit Analyst III, System Accounting Office, effective 31 August 2005 (compulsory retirement)

4th Quarter 2005 (October - December)

Violeta C. Pamamat, Budget Officer V, System Budget Office, effective 3 November 2005 (compulsory retirement)

Francisco M. Permejo, Printing Machine Operator III, U.P. Press, effective 4 October 2005 (compulsory retirement)

U.P. Diliman

1st Quarter 2005 (January-March)

Anthony John R. Balisi, University Researcher I, Ugnayan ng Pahinungod, effective 1 January 2005 (non-renewal of appointment)

Lorna Velia L. De Vera, Instructor 5, Asian Center, effective 31 March 2005 (termination of appointment)

Anabelle C. Raymundo, University Research Associate 1, Natural Research Science Institute, College of Science, effective 1 January 2005 (non-renewal of appointment)

2nd Quarter 2005 (April-June)

Eduardo M. Aguinaldo, Senior Lecturer 3, College of Engineering, effective 1 June 2005 (non-renewal of appointment)

Dennis M. Alejo, Instructor 2, College of Science, effective 1 June 2005 (resignation)

Beatriz Alvarez, Senior Lecturer 2, College of Arts and Letters, effective 1 June 2005 (non-renewal of appointment)

Brenda A. Caasi, Administrative Officer 1, College of Science, effective 1 June 2005 (resignation)

Evangeline P. Chua, Instructor 1, U.P. Integrated School, effective 1 June 2005 (non-renewal of appointment)

Joselito E. Daluz, Nutritionist-Dietitian II, University Food Service, effective 13 April 2005 (resignation)

Ederlin H. Domingo, Instructor 1, U.P. Integrated School, College of Education, effective 1 June 2005 (non-renewal of appointment)

Maireen T. Mamitag, University Research Associate I, Natural Institute of Geological Sciences, College of Science, effective 23 May 2005 (resignation)

Ellen Zepichel G. Romero, Instructor 1, College of Home Economics, effective 1 June 2005 (non-renewal of appointment)

Romelyn H. Sotto, Instructor 2, College of Engineering, effective 31 May 2005 (resignation)

Honorio M. Umali, Jr., Assistant Professor 1, College of Engineering, effective 25 May 2005 (resignation)

Evelina M. Vicencio, Professor 4, College of Education, effective 31 May 2005 (compulsory retirement)

3rd Quarter 2005 (July - September)

Tyrone I. Antonio, Special Police Sergeant, U.P. Diliman Police, effective 12 September 2005 (compulsory retirement)

Lorenzo C. Chan, Professor 12, National Institute of Physics, College of Science, effective 10 August 2005 (compulsory retirement)

Eleanor Eme E. Hermosa, Professor 7, U.P. Integrated School, effective 23 September 2005 (death)

Fe G. Lara, Accountant III, Accounting Office, effective 7 September 2005 (compulsory retirement)

Juan T. Lim, Professor 1, College of Business Administration, effective 25 September 2005 (compulsory retirement)

Daniel A. Obnamia, Clerk III, National College of Public Administration and Governance, effective 15 September 2005 (resignation)

Restituto I. Reyes, Driver II, College of Social Work and Community Development, effective 1 September 2005 (optional retirement)

Violeta C. Tandoc, Supply Officer IV, Supply Property and Management Office, effective 31 August 2005 (compulsory retirement)

Roseanna O. Valdez, College Librarian IV, University Library, effective 27 July 2005 (death)

Erlinda B. Villegas, Publication Circulation Assistant, National College of Public Administration and Governance, effective 1 August 2005 (optional retirement)

4th Quarter 2005 (October-December)

Alfee N. Bustamante, Laboratory Technician, College of Home Economics, effective 30 November 2005 (transferred to DOST)

Primitivo S. Camacho, Painter II, Campus Maintenance Office, effective 15 December 2005 (compulsory retirement)

Jorge G. Delas Alas, Professor 12, College of Science, effective 1 November 2005 (optional retirement)

Edgardo D. Gomez, University Professor, College of Science, effective 31 October 2005 (compulsory retirement)

Justiniano I. Icawat, Mechanic II, College of Home Economics, effective 10 November 2005 (compulsory retirement)

Maria Lea Georgia M. Iligan, Assistant Professor 1, U.P. Extension Program in Pampanga, effective 1 November 2005 (non-renewal of appointment)

Norma V. Jamandron, Computer Operator IV, Computer Center, effective 10 November 2005 (compulsory retirement)

Almira S. Jorda, University Extension Associate I, College of Arts and Letters, effective 31 October 2005 (resignation)

Alfonso M. Julian, Education Research Assistant II, College of Engineering, effective 23 November 2005 (compulsory retirement)

Jose M. Libarnes, Jr., Accountant II, Accounting Office, effective 3 October 2005 (compulsory retirement)

Glorioso C. Lumbre, Driver II, Office of Campus Architect, effective 26 October 2005 (compulsory retirement)

Carmelita L. Martinez, Utility Worker II, College of Human Kinetics, effective 9 October 2005 (compulsory retirement)

Benjamin D. Narag, Mechanic II, College of Science, effective 28 October 2005 (compulsory retirement)

Rodolfo L. Villamor, Driver II, Office of the Vice-Chancellor for Administration, effective 2 November 2005 (compulsory retirement)

U.P. Los Baños*3rd Quarter 2005 (July - September)*

Vince Michael A. Docta, University Extension Associate 1, College of Human Ecology, effective 1 July 2005 (resignation)

4th Quarter 2005 (October - December)

Vladimir E. Alinea, Administrative Aide III, Office of the Vice-Chancellor for Administration, effective 1 December 2005 (resignation)

Mary Anne D. Baniya, Instructor 1, College of Arts and Sciences, effective 31 October 2005 (resignation)

Oscar E. Bautista, Farm Worker II, College of Agriculture, effective 2 November 2005 (compulsory retirement)

Maria Carina B. Bauza, Computer Programmer II, Office of the Vice-Chancellor for Planning and Development, effective 31 December 2005 (resignation)

Rogelio V. Bustonera, Security Officer 1, Office of the Vice-Chancellor for Community Affairs, effective 31 December 2005 (optional retirement)

Damaso M. Canicosa, Administrative Aide V, Office of the Vice-Chancellor for Planning and Development, effective 11 December 2005 (compulsory retirement)

Loreto P. Carandang, Laboratory Aide II, College of Agriculture, effective 31 December 2005 (optional retirement)

Rhia B. Consignado, Accountant I, Office of the Vice-Chancellor for Administration, effective 31 December 2005 (resignation)

Florentino B. De Asis, Heavy Equipment Operator I, Office of the Vice-Chancellor for Planning and Development, effective 31 December 2005 (optional retirement)

Wilfredo S. Encabo, Administrative Aide III, Office of the Vice-Chancellor for Administration, effective 31 December 2005 (optional retirement)

Benjamin V. Enriquez, Security Guard III, Office of the Vice-Chancellor for Community Affairs, effective 31 December 2005 (optional retirement)

Henry T. Facundo, Assistant Professor 7, College of Agriculture, effective 25 October 2005 (resignation)

Orlando A. Felismino, Security Guard III, Office of the Vice-Chancellor for Community Affairs, effective 31 December 2005 (optional retirement)

Filomena A. Javier, Associate Professor 4, College of Public Affairs, effective 31 December 2005 (optional retirement)

Ernesto L. Lasanas, Agricultural Technician II, Office of the Vice-Chancellor for Planning and Development, effective 31 December 2005 (optional retirement)

Nydia F. Lopez, Assistant Professor 3, College of Arts and Sciences, effective 21 October 2005 (resignation)

Princess M. Lubag, University Research Associate 1, School of Environmental Science and Management, effective 31 December 2005 (resignation)

Bibiano A. Malijan, Administrative Officer II, Office of the Vice-Chancellor for Administration, effective 17 November 2005 (compulsory retirement)

Ramon P. Maluping, Assistant Professor 1, College of Veterinary Medicine, effective 24 October 2005 (compulsory retirement)

Robert Dominick E. Mariano, Instructor 2, College of Economics and Management, effective 16 November 2006 (resignation)

Dionisio T. Montalbo, Dental Aide, Office of the Vice-Chancellor for Community Affairs, effective 1 December 2005 (optional retirement)

Angela Kathrina C. Pablo, Instructor 1, College of Arts and Sciences, effective 30 November 2005 (resignation)

Julian O. Tandang, Administrative Aide IV, Office of the Vice-Chancellor for Planning and Development, effective 31 December 2005 (optional retirement)

Ricardo E. Tolentino, Utility Worker II, College of Agriculture, effective 27 October 2005 (compulsory retirement)

Mariane M. Umali, University Research Associate II, Office of the Chancellor, effective 31 December 2005 (resignation)

U.P. Manila

4th Quarter 2005 (October - December)

Maria Zenaida L. Abanilla, Assistant Professor 1, College of Allied Medical Professions, effective 1 November 2005 (resignation)

Abdel Jeffri A. Abdulla, Senior Lecturer 1, College of Medicine, effective 31 October 2005 (expiration of appointment)

Ferdinand A. Addun, Jr., Administrative Aide VI, National Teachers Training Center, effective 15 October 2005 (resignation)

Gee V. Alcid, Project Development Officer III, Central Administration, effective 31 October 2005 (end of project)

Jahara Mae C. Araos, Instructor 2, College of Arts and Sciences, effective 1 November 2005 (resignation)

Mia Lou C. Ascalon, Senior Lecturer 3, College of Pharmacy, effective 1 November 2005 (expiration of appointment)

Avelino B. Balagtas, Administrative Aide VI, Central Administration, effective 8 December 2005 (death)

Ronan Eric U.L. Balicanta, Instructor 5, College of Allied Medical Professions, effective 1 November 2005 (resignation)

Catherine M. Bernardo, Senior Lecturer 3, College of Pharmacy, effective 31 October 2005 (expiration of appointment)

Michael Vincent B. Capulong, Instructor 1, College of Arts and Sciences, effective 1 November 2005 (resignation)

Hermينيا L. Cifra, Professor 8 (ft), College of Medicine, effective 28 October 2005 (death)

Virginia R. Cuntapay, Administrative Assistant II, College of Medicine, effective 25 December 2005 (retirement)

Margaret C. De Guzman, Assistant Professor 2, College of Arts and Sciences, effective 31 October 2005 (expiration of appointment)

Olive De Guzman-Quizon, Senior Lecturer 1, College of Public Health, effective 31 October 2005 (expiration of appointment)

Mary Ann A. Delos Santos, Administrative Aide IV, College of Arts and Sciences, effective 5 December 2005 (resignation)

Frances Rose Elgo, University Research Associate 1, College of Public Health, effective 2 October 2005 (transferred)

Arlene G. Garcia-Esplana, University Research Associate I, Central Administration, effective 11 November 2005 (resignation)

Kenneth H. Go, Professor 3, College of Medicine, effective 31 December 2005 (resignation)

Joa Anne B. Goot-Balanay, Assistant Professor 1, College of Public Health, effective 1 November 2005 (resignation)

Marilou M. Javerto, Administrative Officer 1, Central Administration, effective 31 December 2005 (resignation)

Ma. Cecilia Jerusalem, Preceptor 1, College of Nursing, effective 31 October 2005 (expiration of appointment)

Kristin Ann Joson, Instructor 2 (pt), College of Allied Medical Professions, effective 1 November 2005 (resignation)

Emma L. Laplana, Senior Lecturer 2, School of Health Sciences, effective 1 December 2005 (expiration of appointment)

Cecilia M. Laurente, Professor 6, College of Nursing, effective 4 October 2005 (retirement)

Andrelita Bonielyn Lelina, Clinical Associate Professor and Attending Family Physician, College of Medicine, effective 13 December 2005 (resignation)

Ronald A. Luna, Lecturer 2, College of Pharmacy, effective 31 October 2005 (expiration of appointment)

Ronald A. Maligat, Assistant Professor 5, College of Public Health, effective 15 November 2005 (resignation)

David V. Marcaidor, Senior Lecturer 3, College of Pharmacy, effective 31 October 2005 (expiration of appointment)

Marie Cielo Martinez, Lecturer 1, College of Arts and Sciences, effective 31 October 2005 (expiration of appointment)

Felisa C. Matanguihan, Clinical Associate Professor and Attending Family Physician, College of Medicine, effective 31 December 2005 (resignation)

Gemma Lour T. Nayra, Assistant Professor 2, School of Health Sciences, effective 16 November 2005 (resignation)

Maria Paula A. Oliva, Senior Lecturer 1, College of Pharmacy, effective 31 October 2005 (expiration of appointment)

Carolina S. Pulumbarit, Instructor 3, College of Arts and Sciences, effective 31 October 2005 (expiration of appointment)

Sharon Anne Pangilinan, Lecturer 2, College of Arts and Sciences, effective 31 October 2005 (expiration of appointment)

Anita G. Pangindian, Associate Professor 4, College of Arts and Sciences, effective 17 November 2005 (retirement)

Anthony R. Perez, Research Assistant Professor 1, National Institutes of Health, effective 1 November 2005 (transferred)

Ma. Corazon Pauline Racho, Instructor 4, College of Pharmacy, effective 1 October 2005 (resignation)

Edgardo P. Recon, Assistant Professor 7, College of Public Health, effective 23 October 2005 (death)

Antonio B. Regadio, Instructor 5, College of Pharmacy, effective 1 November 2005 (resignation)

Lester Kaye Rubio, Instructor 1 (pt), College of Allied Medical Professions, effective 7 October 2005 (resignation)

Dennis Salazar, Administrative Aide VI, National Institutes of Health, effective 31 December 2005 (resignation)

Felix Y. Salgado, Associate Professor 7 (pt), College of Medicine, effective 5 December 2005 (death)

Teresita R. Sanchez, Senior Lecturer 2, College of Medicine, effective 31 October 2005 (expiration of appointment)

Rosario Prunela Santos, Lecturer 1, College of Arts and Sciences, effective 31 October 2005 (expiration of appointment)

Janice Velasco, Instructor 2, College of Arts and Sciences, effective 31 October 2005 (expiration of appointment)

Rodolfo E. Villanueva, Laboratory Technician II, College of Dentistry, effective 17 October 2005 (retirement)

Philippine General Hospital - U.P. Manila*1st Quarter 2005 (January - March)*

Norieta Calma Balderrama, Medical Specialist II (part-time), effective 15 February 2005 (transfer to UPCM)

2nd Quarter 2005 (April - June)

Arvin Cainglet Faundo, Medical Specialist III (part-time), effective 1 June 2005 (transfer to UPCM)

Eleanor Lacuna Ronquillo, Medical Specialist III, (part-time), effective 10 May 2005 (transfer to UPCM)

3rd Quarter 2005 (July - September)

Analy Escuyos Caponong, Clerk III, effective 1 September 2005 (resignation)

Lorenza Ulan Delos Reyes, Clerk II, effective 29 September 2005 (resignation)

Rolando Empleo Dumas, Electrician II, effective 27 September 2005 (death)

Mark Anthony Lanaza Lacerna, Nurse I, effective 1 September 2005 (resignation)

Katrina Milambiling Murallos, Clerk II, effective 19 August 2005 (resignation)

Grace Oh Orteza, Medical Specialist II (part-time), effective 26 September 2005 (non-renewal of appointment)

Grace Pearl Guzman Purificacion, Medical Officer III, effective 1 September 2005 (resignation)

Eugene Mendoza Sapnu, Nurse II, effective 31 August 2005 (resignation)

Bernadette Dote Veloso, Engineer II, effective 14 July 2005 (resignation)

4th Quarter 2005 (October - December)

Marlyn Anglo Abian, Nurse II, effective 1 December 2005 (resignation)

Genafe Belardo Alfaro, Nursing Attendant II, effective 27 December 2005 (resignation)

Grace Torio Anchiboy, Nurse II, effective 3 December 2005 (resignation)

Roseller Tatlonghari Andal, Nurse II, effective 28 December 2005 (resignation)

Myra Camahalan Aranzaso, Social Welfare Officer II, effective 31 December 2005 (resignation)

Placina Firmalino Barrientos, Financial Analyst II, effective 22 October 2005 (compulsory retirement)

Mary Anne Gozun Bautista, Nurse II, effective 22 October 2005 (resignation)

Iris Concepcion Buenaventura, Nurse II, effective 3 November 2005 (resignation)

Rodrigo Costales Cabading, Nurse II, effective 20 October 2005 (resignation)

Antonio Topinio Cabigao, Jr., Nurse II, effective 2 November 2005 (resignation)

Kristine Salazar Caldona, Medical Technologist II, effective 1 November 2005 (resignation)

Norman Ocampo Cañete, Utility Worker I, effective 3 October 2005 (dropped from the rolls)

Jeffrey Santos Canlas, Nurse II, effective 22 November 2005 (resignation)

Anna Clarissa Valerios Canuto, Pharmacist III, effective 2 November 2005 (resignation)

Georgia Razala Caperina, Nurse II, effective 15 November 2005 (resignation)

Alma Maria Calixijan Caraan, Nurse II, effective 18 December 2005 (resignation)

Mary Grace Lopez Carbonell, Nurse II, effective 19 November 2005 (resignation)

Jay-Ann Alimpoos Celicious, Nurse II, effective 1 November 2005 (resignation)

Jonathan Aquino Centeno, Nurse II, effective 27 October 2005 (resignation)

Herminia Lopez Cifra, Director II, effective 28 October 2005 (death)

Anna Lizza Papa Consing, Nurse II, effective 16 November 2005 (resignation)

Zerina Maureen Manansala Cordero, Nurse II, effective 1 October 2005 (resignation)

Gabriel Salinas Cordova, Nurse III, effective 3 November 2005 (resignation)

Maria Socorro Navarro Cruz, Nurse III, effective 8 October 2005 (resignation)

Cyrus Corpus Cudal, Medical Technologist II, effective 1 December 2005 (resignation)

Ronald Tuazon Cumpio, Mechanical Plant Operator II, effective 1 October 2005 (resignation)

Djoanna Manlimid Dacuma, Nurse II, effective 29 October 2005 (resignation)

Anita Baldicañas Dagat, Pharmacist III, effective 1 October 2005 (resignation)

Fructuoso Rabina Dela Cruz, Labor General Foreman, effective 20 October 2005 (optional retirement)

Geraldo Calonge Dela Cruz, Clerk II, effective 9 December 2005 (resignation)

Menchu Eladro Demetrial, Accounting Clerk II, effective 12 December 2005 (resignation)

Annaliza Duldulao Dianko, Medical Technologist II, effective 1 October 2005 (optional retirement)

Raesan Manalastas Dulay, Nurse II, effective 4 November 2005 (resignation)

Floribeth Ubaldo Elacio, Nurse II, effective 29 December 2005 (resignation)

Venus Erive Erive, Nurse II, effective 26 December 2005 (resignation)

Aylmer Fuentes España, Medical Officer III, effective 4 October 2005 (resignation)

Celeste Fernandez Espinosa, Nurse II, effective 4 November 2005 (resignation)

Marjorie Espiritu Estioco, Nurse II, effective 31 October 2005 (resignation)

Reginald Ariete Evacula, Clerk II, effective 1 October 2005 (resignation)

Maria Monta Fernando, Nursing Attendant II, effective 17 December 2005 (compulsory retirement)

Johnny Reyes Formantes, Human Resource Management Officer II, effective 16 December 2005 (optional retirement)

Geraldine Rowena Sampedro Galang, Nurse II, effective 9 November 2005 (resignation)

Fermina Masangkay Galsim, Nurse II, effective 1 December 2005 (resignation)

Ferdinand Salamat Garzon, Nurse I, effective 9 November 2005 (resignation)

Rosemarie Cardenas Gatapia, Nursing Attendant II, effective 10 November 2005 (resignation)

Jemmeliz Sison Guerreo, Nurse II, effective 16 December 2005 (resignation)

Cristine Grace Laki Guiao, Nurse II, effective 7 October 2005 (resignation)

Jason Urongan Herrera, Occupational Therapist II, effective 1 October 2005 (resignation)

Sarah Baliat Hobayan, Nurse II, effective 1 October 2005 (resignation)

Jorgina Bringidas Ibahay, Nurse II, effective 7 November 2005 (resignation)

Marina Corazon Ronquillo Ingalla, Nurse II, effective 31 October 2005 (resignation)

Imee Gallarde Jimenez, Medical Officer III, effective 31 December 2005 (non-renewal of appointment)

Ana Maria Brigida Camacho Junia, Medical Officer III, effective 1 November 2005 (resignation)

Maria Aimee Santillan Khan, Nurse II, effective 1 November 2005 (resignation)

Lornalyn Tagala Lacaste, Nurse II, effective 25 December 2005 (resignation)

Pearly Concepcion Nicor Lima, Nurse II, effective 21 December 2005 (resignation)

Rudolf Guy Poga Lorenzo, Nurse II, effective 1 November 2005 (resignation)

Glen Phillip Lumbera Lumbera, Nurse II, effective 24 November 2005 (resignation)

Annalyn Obungen Manalo, Nurse II, effective 8 October 2005 (resignation)

Ma. Cristina Miranda Manlapig, Nurse II, effective 7 November 2005 (resignation)

Alfredo Aurelio Manzano, Jr., Mechanical Plant Operator I, effective 1 November 2005 (resignation)

Allan Ocampo Mariano, Radiologic Technologist II, effective 1 October 2005 (resignation)

Grace Allado Mendoza, Nurse II, effective 24 November 2005 (resignation)

Remeses Tayco Militar, Nurse I, effective 28 October 2005 (resignation)

Jennifer Roño Mindanao, Pharmacist III, effective 1 October 2005 (resignation)

Catherine Uy Montezon, Nurse II, effective 11 December 2005 (resignation)

Ma. Cecilia Bianson Moscoso, Nurse II, effective 2 December 2005 (resignation)

Leila Flor Comadizo Ngoho, Nurse I, effective 15 December 2005 (resignation)

Rea Vasquez Nonan, Nurse I, effective 18 November 2005 (resignation)

Ma. Avelina Gallardo Obaldo, Speech Therapist II, effective 2 November 2005 (resignation)

Rodehl James Oliveros Obaldo, Occupational Therapist II, effective 10 October 2005 (resignation)

Ma. Cynthia Antonette Alfonso Pagalilauan, Nurse II, effective 5 November 2005 (resignation)

Czarinah Bello Pagay, Medical Officer III, effective 31 October 2005 (resignation)

Suzanne Katrina Villanueva Palafox, Medical Officer III, effective 17 November 2005 (resignation)

Ma. Imelda Villegas Pantig, Clerk II, effective 1 December 2005 (resignation)

Ma. Cristina Cordero Parilla, Nurse II, effective 1 December 2005 (resignation)

Natalia Estrada Pineda, Occupational Therapist II, effective 8 December 2005 (resignation)

Alexander Tobias Prado, Pharmacist III, effective 31 December 2005 (resignation)

Cecilia Antivo Privado, Nurse II, effective 4 November 2005 (resignation)

Meynardo Simeon Abrugena Punzalan, Nurse II, effective 26 November 2005 (resignation)

Lara Linda Lazo Ramos, Nurse II, effective 6 November 2005 (resignation)

Jacinta Irene Cruz Regudo, Medical Specialist III (part-time), effective 30 November 2005 (resignation)

Catalino Rentino Romero, Laboratory Attendant II, effective 1 December 2005 (compulsory retirement)

Frederick Mariano Regalaro Rosayaga, Nurse II, effective 17 November 2005 (resignation)

Jaime Salvacion Salcedo, Printing Foreman, effective 1 November 2005 (optional retirement)

Anthony Aldrin Cruz Santiago, Pharmacist VI, effective 1 October 2005 (resignation)

Catalino Lumain Santos, Jr., Nurse III, effective 1 October 2005 (resignation)

Margarita Baladad So, Nurse II, effective 25 November 2005 (resignation)

Azucena Gloria Narido Sonon, Pharmacist III, effective 2 November 2005 (resignation)

Myra Ganganon Tahanlangit, Nurse II, effective 16 December 2005 (resignation)

Analee Valencia Talledo, Nurse II, effective 10 November 2005 (resignation)

Ava Donna Tadoy Tejada, Nurse II, effective 19 October 2005 (resignation)

Eva Flestado Tenchavez, Nurse II, effective 16 December 2005 (resignation)

Vilma Baliwagan Trinidad, Pharmacist III, effective 30 November 2005 (resignation)

Ma. Nenita Zambrano Trojillo, Nurse II, effective 17 December 2005 (resignation)

Rogelio Malones Trojillo, Jr., Nurse II, effective 24 December 2005 (resignation)

Kelly Dumay Pogeyed Tuguinay, Medical Officer III, effective 22 November 2005 (resignation)

Maria Teresa Vargas Uy, Nurse II, effective 21 December 2005 (resignation)

Abner Evangelio Valencia, Nurse III, effective 17 November 2005 (resignation)

Medilaine Caalam Veranga, Nurse II, effective 21 November 2005 (resignation)

Lucio Cabarles Victor, Jr., Medical Officer III, effective 15 December 2005 (resignation)

Jennifer Arden Justado Villalon, Nurse II, effective 25 November 2005 (resignation)

Serry Jean Murillo Villaraza, Nurse I, effective 16 November 2005 (resignation)

Florilin Sales Villas, Nurse II, effective 8 December 2005 (resignation)

Babylyn Chavez Viloria, Nurse II, effective 10 October 2005 (resignation)

U.P. Visayas

4th Quarter 2005 (October - December)

Reniel G. Cambel, Information Technology Officer 1, Office of the Vice-Chancellor for Planning and Development, effective 17 December 2005 (resignation)

Bienvenido D. Catalan, Administrative Aide III, UPV Tacloban College, effective 31 December 2005 (retirement)

Jose Denzil D. Daquiado, Medical Officer V, Health Services Unit, effective 1 October 2005 (resignation)

Chezie K. Demegillo, Assistant Professor 1, UPV Cebu College, effective 1 November 2005 (resignation)

Estela O. Fernandez, Assistant Professor 1, UPV Cebu College, effective 2 November 2005 (reclassified to lecturer)

Sonia P. Formacion, Professor 6, College of Arts and Sciences, effective 3 November 2005 (retirement)

Miriam T. Gutang, Associate Professor 2, UPV Tacloban College, effective 1 November 2005 (retirement)

Illuminado C. Indic, Administrative Aide 1, UV Tacloban College, effective 31 December 2005 (retirement)

Larah Jane G. Jagorin, Administrative Aide VI, Human Resource Development Office, effective 16 November 2005 (transfer to Iloilo Provincial Prosecutor's Office)

Caroline L. Labrador, Administrative Aide IV, UPV Cebu College, effective 18 November 2005 (resignation)

Ma. Alena N. Macasil, Instructor 1, UPV Tacloban College, effective 1 November 2005 (expiration of appointment)

Carl Vincent Laurence C. Nadela, Assistant Professor 1, UPV Cebu College, effective 8 November 2005 (resignation)

Telesforo S. Sales, Accountant III, UPV Tacloban College, effective 1 November 2005 (expiration of appointment)

Fabian B. Torres, Security Guard III, Security Service Force, effective 11 December 2005 (death)

U.P. Open University

Roslen Sarming Anacleto, Assistant Professor 3, Faculty of Information and Communications Studies, effective 7 November 2005 (resignation)

Charlie Dacumos Pagatpatan, Administrative Assistant II, Management Information Systems Office, effective 16 November 2005 (resignation)

U.P. Mindanao

4th Quarter 2005 (October - December 2005)

Ever J. Abasolo, Instructor 3, School of Management, effective 1 November 2005 (resignation)

Reuben P. Clavejo, Instructor 1, College of Humanities and Social Sciences, effective 1 November 2005 (resignation)

Gregg Jones P. Galgo, Instructor 2, College of Humanities and Social Sciences, effective 1 November 2006 (non-renewal of appointment)

Danny A. Umacob, Instructor 4, College of Science and Management, effective 1 November 2005 (resignation)

Agustin Antonio V.T. Ramos, Assistant Professor 2, College of Science and Management, effective 1 November 2005 (resignation)

Teresita V. Guillen, Associate Professor 2, College of Humanities and Social Sciences, effective 16 November 2005 (optional retirement)

U.P. Baguio

Darnay D. Demetillo, Professor 4, College of Arts and Communications, effective 1 November 2005 (retirement)

Florida A. Diyawayaw, Librarian 1, effective 1 October 2005 (expiration of appointment)

ERRATUM

In the April - June 2005 issue of the U.P. Gazette (Volume xxxvi, No. 2), the name of **Prof. Liza C. Carascal** of CAS, UPLB, appeared in the list of employees separated from the service. Her name was erroneously included by the UPLB-HRDO as having been separated from the service.