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CONTENTS

ADMINISTRATIVE ISSUANCES

Page

Page

ADMINISTRATIVE ORDERS

<i>Administrative Order No. 08-65: Designation as Members of the (1) U.P. Panel on Negotiations between U.P. and the All U.P. Academic Employees Union (AUPAEU), and (2) the Union management Consultative Body (UMCB)</i>	1
<i>Administrative Order No. 08-71: Creation of a Special Bids and Awards Committee for Systemwide Credit Card Payment Facility</i>	1
<i>Administrative Order No. 08-80: Review of STFAP Brackets</i>	1
<i>Administrative Order No. 08-81: Mandatory Christmas Break</i>	1
<i>Administrative Order No. 08-83: Cutting of Trees Inside U.P. Campuses</i>	2

MEMORANDA

<i>Memorandum No. PERR 08-22: Selection of Nominees for Faculty Regent</i>	2
<i>Memorandum No. PERR 08-23: Grant of Compensation Adjustments to National Government Personnel</i>	2
<i>Memorandum No. PERR 08-22: Selection of Nominees for Faculty Regent</i>	3
<i>Memorandum No. PERR 08-26: Process for Selecting the Staff Regent</i>	3
<i>Memorandum No. PERR 08-27: Dialogue on CFOS Directorship</i>	3
<i>Memorandum No. PERR 08-29: Guidelines on the Grant of 2008 Christmas Grocery Allowance of One Thousand Pesos (P1,000.00)</i>	3
<i>Memorandum No. PERR 08-31: Preparing for 2009</i>	4

DECISIONS OF THE BOARD OF REGENTS

1237TH MEETING, 24 OCTOBER 2008

MATTERS ARISING FROM THE 1234TH MEETING, 31 JULY 2008

<i>Update on the Case of Alexis Cimagala, Judy Anne Co, Anezka Cortina, Wilmer Cu, Bernadette Lopez, Kevin Velasco, Rafael Agustine Lapid, Paula Sun, Carissa Mangubat, Eric Angeles, and Punyagi Abueg (SDT Case No. 08-001)</i>	5
---	---

<i>On the Return Service Obligation Policy of the U.P. College of Medicine</i>	5
--	---

MATTERS ARISING FROM THE 1236th MEETING 29 SEPTEMBER 2008

<i>On the Appeal of NORMAN ROLAND E. OCANA III, Respondent-Appellant in SDT Case No. 04-027</i>	5
---	---

REPORT OF THE PRESIDENT 5

POLICY MATTERS APPROVED

<i>Proposal for the Transformation of the Department of Civil Engineering to the Institute of Civil Engineering</i>	6
<i>Proposed Establishment of the Electrical and Electronics Engineering Institute</i>	7
<i>Request for Extension of Service Beyond Compulsory Retirement Age of 65 in Favor of Director HAYDE B. ARANDIA, U.P. Diliman Budget Office, subject to the rules of the Civil Service Commission</i>	7
<i>Request for a Waiver of the Two-Year Return Service Requirement After Sabbatical in Favor of Prof. FLOR ANGEL HERNANDEZ, University Registrar, U.P. Baguio and for her to Pay Off the Remaining Seven Months Obligation of her Sabbatical Either in Cash or Through Leave Credits</i>	8
<i>Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Dr. MERLINA N. ANDALECIO, Assistant Professor 5 at the Institute of Fisheries Policy and Development Studies, College of Fisheries and Ocean Sciences, U.P. Visayas, Effective 1 November 2008 until 31 May 2009</i>	8
<i>Request for Waiver of Contractual Obligation in Favor of Prof. FEBE SOLEDAD M. LUNTAO, Professor in the Department of European Languages, College of Arts and Letters, U.P. Diliman, Effective 1 June 2008</i>	8
<i>Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Dr. RONALDO B. SALUDES, Assistant Professor at the College of Engineering and Agro-Industrial Technology (CEAT), U.P. Los Baños, Effective 1 June 2008 until 28 August 2008</i>	9
<i>Implementation of Credit Card Payment Facilities for the University of the Philippines System</i>	9
<i>Confirmation of the Conferment of the degree of Doctor of Laws, honoris causa upon His Excellency Ban Ki-Moon, Secretary General of the United Nations</i>	9

Concept Paper entitled "Reformulating the Consolidated Policy Framework for Faculty Promotion and Tenure in the University of the Philippines System for Implementation Under the U.P. Charter of 2008" submitted by Faculty Regent Felix Librero 10

FINANCIAL MATTERS APPROVED

Realignment of U.P. Diliman's Reprogrammed Funds for Capital Outlay in the amount of P10,000,000.00, certified available by the UPD Budget Director. 11

Programming of U.P. Diliman's Excess Income, amounting to PhP5,413,674.23, certified available by the Officer-in-Charge, Accounting Office, U.P. Diliman 11

Grant of the Third Rice Subsidy/Allowance to Rank and File Employees of the University 11

Realignment of the Balance in the Amount of P1,203,935.61 from the Reprogrammed Fund of P7,000,000 Intended for the Renovation of the Faculty & Medical Arts Building to Maintenance and Other Operating Expenses (MOOE), Philippine General Hospital, U.P. Manila 11

Realignment of the U.P. System Administration's Programmed Funds (as per 1221st BOR approval dated June 28, 2007) in the Total Amount of P9,735,066.92, certified available by the Budget Director 11

Request of the Institute of Chemistry to the Commission on Higher Education (CHED) dated 2 June 2008 for the Use of the Unexpended Balance (P520,000 from a Grant of P1,623,750) from the CHED Funded Project entitled "Faculty Upgrading for Chemistry in Higher Education" for Another Training Project entitled "Intensive Training Course in Quantum Chemistry 11

APPOINTMENTS

University Officials 12

Transfer to Permanent Status 12

Extension of Service Beyond Compulsory Retirement Age of 65 12

Original Appointment Beyond Compulsory Retirement Age of 65 13

Renewal of Appointment Beyond Compulsory Retirement Age of 65 13

PROFESSORIAL CHAIRS ESTABLISHED

Establishment of the Jose C. Araneta U.P. Centennial Professorial Chair in Electrical & Electronics Engineering at the College of Engineering, U.P. Diliman 13

Establishment of the Dr. Natividad Feliciano-De Castro Library Fund at the College of Pharmacy, U.P. Manila 13

Establishment of the Atty. Claudio Capulong-Amador Centennial Professorial Chair in Labor Law at the College of Law, U.P. Diliman 14

Amendment of the Name of Professorial Chair "Eduardo F. and Dolores F. Hernandez U.P. Centennial Professorial Chair" to Dolores F. and Eduardo F. Hernandez U.P. Centennial Professorial Chair 14

Amendment of the Donors' Names of the Professorial Chair "Dr. Florentino B. Herrera Centennial Professorial Chair" from Justice Ameurfina A. Melencio Herrera and Ma. Milagros Herrera Arroyo to "Family of the late Dr. Florentino B. Herrera, Jr. 14

Establishment of the Annabelle Pizzaro Brown Centennial Professorial Chair in Business Administration at the College of Business Administration, U.P. Diliman 14

GRADUATION OF STUDENTS 14

Graduation Ad Referendum of Mr. Larry G. Hular and Mr. Reeve Lein M. Orozco for the degree of Bachelor of Science in Civil Engineering 14

AGREEMENTS/CONTRACTS

Marketing Agreement between the University of the Philippines System and the PT Integrated Plantations Management (PT-IPM), Republic of Indonesia 14

Licensing Agreement between the University of the Philippines System (UP) and the Green Asia Agri-Ventures (Green Asia) 15

Academic Exchange and Cooperation Agreement between the University of the Philippines Diliman and the Universita Di Ferrara, Italy 16

Academic Exchange and Cooperation Agreement between the University of the Philippines Diliman and the Museum D' Histoire, Paris, France 16

Memorandum of Agreement on Academic Exchange between the University of the Philippines, the National University pursuant to R.A. 9500, through its constituent university in Diliman and the Kumamoto University, Japan 17

Memorandum of Understanding between the University of the Philippines, the National University pursuant to R.A. 9500, through its constituent university in Diliman and the Kyushu Institute of Technology (KIT), Japan 17

Research Agreement between the University of the Philippines (Sponsor) and the University of Utah (University) 17

Memorandum of Understanding on Cooperation on IP Education, Training, and Research between the University of the Philippines Diliman (UP Diliman) and the Intellectual Property Office of the Philippines (IP Philippines) 17

Memorandum of Agreement among the University of the Philippines Diliman (University), Pacific Paint (Boysen) Philippines, Inc. (Company), and the Metrobank Foundation, Inc. (Foundation) 18

Memorandum of Agreement between the University of the Philippines Diliman (UP) and the Integrated Microelectronics, Inc. (IMI) 18

Memorandum of Understanding between the University of the Philippines (U.P. Diliman) and the Webcast Technologies, Inc. (WTI) 18

Memorandum of Agreement among the University of the Philippines Diliman - Electrical and Electronics Engineering Department (UPD-EEE), Department of Science and Technology (DOST), and the Philippine Council for Advanced Science and Technology Research and Development (PCASTRD) 19

Project Contract between the University of the Philippines Diliman and the Japan International Cooperation Agency Project Office for ASEAN University Network/ Southeast Asia Engineering Education Development Network (AUN/SEED-Net) 19

Memorandum of Understanding between the University of the Philippines and the Create Responsive Infants By Sharing Foundation (CRIBS) 19

Memorandum of Agreement between the University of the Philippines, the National University pursuant to R.A. 9500, through its constituent university in Diliman and the Vargas Museum Circle of Friends, Inc. (VMCF) 20

Loan Agreement between the University of the Philippines (Lender) and the Ayala Museum (Borrower) 20

Memorandum of Agreement between the University of the Philippines (Grantee) and the National Commission for Culture and the Arts (NCCA) 21

Memorandum of Agreement between the University of the Philippines Diliman, through the School of Labor and Industrial Relations (UP-SOLAIR) and the Center for Labor Education Advocacy, Research and Development (CLEARED) 21

Amendatory Agreement between the University of the Philippines (University) and the Posco TJ Park Foundation 22

Memorandum of Agreement between the University of the Philippines (U.P.) and the Bases Conversion and Development Authority (BCDA) 22

Memorandum of Agreement between the University of the Philippines Mindanao (ZRC) and the Commission on Higher Education (CHED) 22

OTHER MATTERS

Appointing Power for Sectoral Regents under Republic Act 9500 22

Request of U.P. Los Baños for authority to purchase one (1) unit motorcycle amounting to P70,000 for the use of the Office of the Chancellor for various office errands 23

Request of the President for authority to charge rebooking fees against UP funds for a sponsored trip 23

Proposed Memorandum of Agreement for the U.P. Centennial Dormitory Project 23

Request of the U.P. Provident Fund, Inc. Executive Director, Lina J. Valcarcel, for Office Space in U.P. Diliman 24

U.P. Open University Chancellor’s Report 24

Appointment of Hon. ABRAHAM F. SARMIENTO as Acting Member, Board of Regents, University of the Philippines, dated 29 September 2008 26

SURP’s Academic Calendar for SPRING-Asia Program, AY 2008-2009 26

Change of schedule of the U.P. Open University Commencement Exercises from 30 May 2009 to 9 May 2009 26

Change of schedule of the U.P. Mindanao University Council Meeting from 1 December 2008 (Monday) to 24 November 2008 (Monday) 27

Guidelines on the Conduct of Small Business on Campus 27

DEEDS OF DONATION

Deed of Donation and Acceptance between the University of the Philippines Diliman (Donee) and Mr. James and Ms. Fiona Molina (Donors) 27

Deed of Donation between the U.P. Engineering Research & Development Foundation (Donee) and the PHINMA Foundation, Inc. (Donor) 27

Deed of Donation between the University of the Philippines Manila Development Foundation, Inc. (Donee) and Dr. Natividad Feliciano-De Castro (Donor) 28

Deed of Donation and Acceptance between the University of the Philippines Foundation, Inc. (Donee) and Mr. Robert L. Go (Donor) 28

CONTRACTS/AGREEMENTS

Memorandum of Agreement between the University of the Philippines (UP) and the Association of Philippine Physicians in America (APPA) 28

Memorandum of Agreement between the University of the Philippines and the Bahay ng Diyos Foundation (Producer) 28

General Construction Agreement between the University of the Philippines (University) and Che-Riss Construction and Trading (Contractor) 29

General Construction Agreement between the University of the Philippines (University) and TM Abad Construction (Contractor) 29

General Construction Agreement between the University of the Philippines (University) and EMQ Design and Construction (Contractor) 30

General Construction Agreement between the University of the Philippines Diliman (University) and Reygem Builders (Contractor) 30

General Construction Agreement between the University of the Philippines Diliman (University) and Simplified Builders (Contractor) 31

General Construction Agreement between the University of the Philippines Diliman (University) and the PGM Construction and Plumbing Services (Contractor) 32

Contract for Security Services (South Sector) between the University of the Philippines (University) and the 168 Security and Allied Services, Inc. (Agency) 32

Contract for Security Services (North Sector) between the University of the Philippines (University) and the 168 Security and Allied Services, Inc. (Agency) 32

Paywise Agreement between the University of the Philippines Manila (Depositor) and the Philippine National Bank (Bank) 33

Contract for Janitorial Services between the University of the Philippines Manila (University) and the Vision Security and Allied Services, Inc. (Contractor) 33

Contract of Lease between the University of the Philippines Open University (UPOU) and the Palawan State University (PSU) 34

Additional Information on the Drs. Wilfrido and Leonor Testa Feliciano Centennial Professorial Chair in Anatomy, U.P. Manila College of Medicine 34

1238TH MEETING, 28 NOVEMBER 2008

MATTERS ARISING FROM THE 1237TH MEETING, 24 OCTOBER 2008

On the Contractual Appointment of Professorial Lecturers who are older than 70 34

1236TH MEETING, 29 SEPTEMBER 2008

Report on the Proposed Return Service Obligation for Other Degree Programs 35

<i>On the Appeal of NORMAN ROLAND E. OCANA III, Respondent-Appellant in SDT Case No. 04-027.</i>	36
--	----

1234TH MEETING, 31 JULY 2008

<i>Update on the Case of Alexis Cimagala, Judy Anne Co, Anezka Cortina, Wilmer Cu, Bernadette Lopez, Kevin Velasco, Rafael Agustine Lapid, Paula Sun, Carissa Mangubat, Eric Angeles, and Punyagi Abueg (SDT Case No. 08-001).</i>	43
--	----

POLICY MATTERS APPROVED

<i>Creation of an Additional Deputy Director Post at the National Institutes of Health, U.P. Manila</i>	44
<i>Request for the Remission of the Contractual Obligation of Dr. EMMANUEL T. VELASCO, College of Business Administration, U.P. Diliman</i>	44
<i>Return Service Agreement and Suretyship Agreement for Reneging Medical Graduates</i>	44
<i>Request for the Renewal of Appointment of Dr. EDDIE L. LISTANCO, Professor 4, National Institute of Geological Sciences, College of Science, U.P. Diliman, Effective 1 June 2008 to 28 September 2008.</i>	45
<i>Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. ROSE JANE J. PERAS, Assistant Professor, Department of Social Forestry and Forest Governance, College of Forestry and Natural Resources, U.P. Los Baños, Effective 1 November 2008 until 31 May 2009.</i>	45
<i>Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. MARISH S. MADLANGBAYAN, Assistant Professor, College of Engineering and Agro-Industrial Technology, U.P. Los Baños, Effective 1 June 2008 until 28 September 2008.</i>	45
<i>Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. ROGER A. LUYUN, JR., College of Engineering and Agro-Industrial Technology, U.P. Los Baños, Effective 1 November 2008 until 31 May 2009.</i>	45
<i>Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. JOSEPHINE DJ. QUIMBO, U.P. Rural High School, College of Arts and Sciences, U.P. Los Baños, Effective 1 November 2008 until 31 May 2009.</i>	45
<i>Grant of Amnesty to Faculty and Staff of the University of the Philippines System Who Acted as Guarantors to Students Who Availled of Loans under the Student Loan Program</i>	46

FINANCIAL MATTERS APPROVED

<i>Grocery Allowance for 2008</i>	46
<i>Realignment of Reprogrammed Funds of U.P. Mindanao in the Amount of PhP3,912,425.97, Certified Available by the OIC, Budget Office and Accounting Office</i>	46
<i>Request for Authority to Set Aside Fifteen Million (PhP15 Million) Each Year Beginning 2009 from the UPLB Endowment Fund for the Establishment of the Centennial Professorial Chair and the Faculty Grant Awards</i>	46

<i>Authority to Implement the U.P. System Adjusted Tuition and Other Fees on Incoming Learning Unit (LU) 3 Students (Direct and Lateral Entrants) of the U.P. College of Medicine beginning AY 2009-2010</i>	46
<i>Request for Authority to Pay the CNA Signing Bonus</i>	46
<i>Request of the U.P. Manila Chancellor for Authority to Borrow Five Million Pesos (P5,000,000.00) from the Interest Earned in the Special Endowment Fund (SEF) of U.P. Manila to Pay the Signing Bonus of the Academic/Teaching Personnel</i>	47
<i>Proposal to Increase the Number of Slots for the U.P. Diliman Centennial Awards by Authorizing U.P. Diliman to Set Aside an Additional Ten Million Pesos (PhP10,000,000.00) from the Interest Income of the Special Endowment Fund (SEF) Every Year</i>	47

APPOINTMENTS

<i>University Officials</i>	47
<i>Transfer to Permanent Status</i>	47
<i>Extension of Service Beyond Compulsory Retirement Age of 65</i>	47
<i>Original Appointment Beyond Compulsory Retirement Age of 65</i>	48
<i>Renewal of Appointment Beyond Compulsory Retirement Age of 65</i>	48

PROFESSORIAL CHAIRS ESTABLISHED

<i>Establishment of the Teodoro C. Rey, Jr. U.P. Centennial Professorial Chair in Good Governance in any unit of the University of the Philippines System</i>	48
<i>Establishment of the Roger M. Murga U.P. Centennial Professorial Chair in Engineering at the College of Engineering, U.P. Diliman</i>	48
<i>Establishment of the BSBA {Accounting} Class 1968 U.P. Centennial Professorial Chair at the College of Business Administration, U.P. Diliman</i>	48
<i>Establishment of two (2) Professorial Chairs and a Faculty Grant to be known as Energy Development Corporation U.P. Centennial Distinguished Professorial Chairs in Biology (Biodiversity) and the Energy Development Corporation U.P. Centennial Distinguished Faculty Grant in Biology (Biodiversity) at the Institute of Biology, College of Science, U.P. Diliman</i>	49
<i>Establishment of Three (3) Dado and Maria Banatao Professorial Chairs under the Dado and Maria Banatao Institute (DMBI) for High Impact Engineering in the Philippines (HighER Philippines) and the Engineering Sciences Examination Bank at the College of Engineering, U.P. Diliman</i>	49
<i>Reclassification of Professorial Chairs to U.P. Centennial Professorial Chairs</i>	49
<i>Establishment of the UPLB Centennial Professorial Chair and Faculty Grant Awards in Celebration of its 100th year</i>	49
<i>Request of the U.P. Diliman Extension Program in Pampanga (UPDEPP) to Grant Centennial Faculty Incentive Awards to its Deserving Faculty in its Graduate Program</i>	49
<i>Establishment of the UPCBA Faculty Merit Award</i>	50

Upgrading of the French Baker Professorial Chair to The French Baker Centennial Professorial Chair in Business Administration at the College of Business Administration, U.P. Diliman 51

MEMORANDA/ AGREEMENTS

Memorandum of Agreement between the University of the Philippines (University) and the Land Bank of the Philippines (Landbank) 51

Licensing Agreement between the University of the Philippines (UP) and the Summa Biotechnologies Corporation (Summa) 51

Affiliation Agreement between the University of the Philippines Diliman through the College of Human Kinetics and the Keimyung University through the College of Physical Education, Korea 53

Memorandum of Agreement between the University of the Philippines Diliman and the Securities and Exchange Commission (SEC) 53

Memorandum of Agreement between the University of the Philippines Diliman through the Institute of Chemistry and the Philippine Council for Health Research and Development, Department of Science and Technology (DOST-PCHRD) 54

Project Contract between the University of the Philippines Diliman and the Research & Development Foundation of the College of Education, Inc. (R&DFCEI) 54

Contract of Award between the University of the Philippines Diliman (Host Institution), the Department of Science and Technology (DOST) and Dr. Alfonso M. Albano (Awardee) 54

Supplemental Contract between the University of the Philippines and the LSO Food Service (Lessee) 55

Licensing Agreement between the University of the Philippines Open University (Licensee) and Dr. FELIX LIBRERO (Licensor) 55

Memorandum of Agreement between the University of the Philippines Mindanao (First Party) and Barangay Mintal (Second Party) 56

Interactive Multimedia Instructional Material Development Grant between the University of the Philippines Mindanao (First Party) and Dr. Evelina E. Ayson (Second Party) 56

OTHER MATTERS

Resignation of Prof. CYNTHIA V. ISAAC as Dean, College of Allied Medical Professions, U.P. Manila effective 1 November 2008 56

Memorandum of Agreement between the University of the Philippines Diliman (First Party) and the University Athletic Association of the Philippines (UAAP) (Second Party) 57

Application for Locational Clearance and Building Permit Covering the Construction of a Lift Station by the Manila Water, Inc. (MWI) in the U.P. North Science and Technology Park (UPNSTP) 57

Motion for Reconsideration Re: One (1) year Suspension of Mr. RONALD O. CHUA of the College of Law 57

Grant of Authority to the President to Receive Donations and Sign Deeds of Donation 58

Inclusion of the University of the Philippines in the Revised Compensation and Position Classification System (SSL III) 58

UPLB Oblation 59

On Campus Security 59

Grant of Right of Way to MERALCO at Barangay Krus na Ligas 61

Statement of Sympathy over the Demise of Dr. ARMAND V. FABELLA, Former Chair of the Board of Regents 61

The THES-QS University Rankings 61

On the Selection of Faculty Regent 62

Student Regent’s Report on the Selection of the Student Regent 62

Update on the U.P. Visayas Tacloban College by Chancellor Minda J. Formacion 62

Request of the All U.P. Workers Union to Pay the 3rd Rice Subsidy in Cash 63

DEEDS OF DONATION

Deed of Donation and Acceptance between the University of the Philippines Diliman (Donee) and Mr. Victor Emmanuel Carmel Nadera, Jr. and Dinah Palmera P. Nadera (Donors) 63

Deed of Donation between the University of the Philippines Diliman through the College of Law (Donee) and the Family of Justice JOSE Y. YULO (Donor) 63

Deed of Donation and Acceptance between the University of the Philippines Diliman (Donee) and Dr. MA. PATRICIA V. AZANZA (Donor) 63

Deed of Donation and Acceptance between the U.P. Engineering Research & Development Foundation, Inc. (Donee) and PHINMA Foundation (Donor) 63

Deed of Donation among the University of the Philippines (Beneficiary/the University), Dr. Diosdado Banatao and Maria Banatao (Donors), and the U.P. Engineering Research & Development Foundation, Inc. (Donee) 64

U.P. FOUNDATION, INC.

Deed of Donation between the University of the Philippines Foundation, Inc. (Donee) and the Energy Development Corporation (Donor) 64

CONTRACT/AGREEMENTS

General Construction Agreement between the University of the Philippines Diliman (University) and the PGM Construction and Plumbing Services (Contractor) 65

General Construction Agreement between the University of the Philippines Diliman (U.P.) and the REYGEM Builders (Contractor) 65

General Construction Agreement between the University of the Philippines Diliman (U.P.) and the E.A. Ramirez Construction, Inc. 66

Contract for Security Services between the University of the Philippines Diliman (University) and the 168 Security and Allied Services, Inc. (Agency) 66

General Construction Agreement between the University of the Philippines Los Baños (University) and the R’CEL General Contractor Merchandise (Contractor) 66

General Construction Agreement between the University of the Philippines Manila (University) and the ASM Francisco Construction and Development Corporation (ASMFDCD) (Contractor) 67

General Construction Agreement between the University of the Philippines Manila (University) and the Ferrer Construction and Engineering Services (FCES) (Contractor)	67
Supplemental Contract for Security Services between the University of the Philippines Manila through the School of Health Sciences (UPM-SHS) and the Vision Security & Allied Services, Inc. (VSASI)	67
Supplemental Contract for Security Services between the University of the Philippines Manila through the School of Health Sciences (UPM-SHS) and the Vision Security & Allied Services, Inc. (VSASI)	68
Memorandum of Agreement between the University of the Philippines Open University (UPOU) and the GAKKEN (Philippines), Inc. (GPI)	68
General Construction Agreement between the University of the Philippines Open University (UPOU) and the E.B.A. Construction (Contractor)	68
Donations remitted to U.P. Foundation, Inc.	69

1239TH MEETING, 17 DECEMBER 2008

MATTERS ARISING FROM THE 1238TH MEETING, 28 NOVEMBER 2008

Security Plan for U.P. Diliman Campus	70
Reactivation of the U.P. Diliman Security and Safety Commission (UPDSSC)	70
Coordination with the Bureau of Fire Protection and the Office of Public Safety-Metro Manila Development Authority	70
Coordination with the Quezon City Police Department	70
Retooling of Existing UPDP Personnel	70
Installation of Emergency Warning Siren	70
Installation of Security Cameras Around the Campus	70
Establishment of an Emergency Management Program	71
On the Faculty Medical Arts Building, U.P. Manila	71
Amendments [to] on the U.P. College of Business Administration Faculty Merit Award	71
Legal Opinion on the Grant of Amnesty to Faculty and Staff of the University Who Acted as Guarantors to Students Who Availled of Loans	72

POLICY MATTERS APPROVED

Revised Admission Requirements and Rating System for the U.P. Scientific Productivity	72
Proposed U.P. Arts Productivity System	72
Request of the following Fellows for Waiver of Equity Charge: Ms. MYRA VINA AGATEP-VALMORIA, Ms. CHERUBIM A. QUIZON, Ms. VIRGINIA CRUZ-LOCSIN, Dr. PETER L. CHUA, and Dr. RICARDO C.H. DEL ROSARIO	74
Request for Renewal of Appointment of Prof. LEMUEL V. ARAGONES, Associate Professor 3, Institute of Environmental Science and Meteorology, (IESM), College of Science, U.P. Diliman, Effective 1 November 2008 until 31 May 2009	74
Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. EDUARDO T. GONZALEZ, Professor, Asian Center, U.P. Diliman, Effective 1 November 2007 until 28 February 2008	74
Implementing Rules and Regulations (IRR) of Republic Act No. 9245, otherwise known as the "Philippine Ear Research Institute Act of 2003"	74

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. ALFRED F. PAWLIK, Associate Professor, Archeological Studies Program (ASP), U.P. Diliman, Effective 1 November 2008 until 31 May 2009	74
---	----

FINANCIAL MATTERS APPROVED

Programming of Income of U.P. Visayas in the amount of PhP1,289,061.36, certified available by the OIC, UP Tacloban College-Accounting Office and the Chief Accountant and Chief Budget Officer of U.P. Visayas, to be utilized for Maintenance and Other Operating Expenses (MOOE)	75
Reprogramming of the U.P. System Administration's P75,000,000.00 Representing the Unexpended Balances of Prior Years' Obligations	75

APPOINTMENTS

Professor Emeritus	75
Transfer to Permanent Status	75
Extension of Service Beyond Compulsory Retirement Age of 65	75
Renewal of Appointment Beyond Compulsory Retirement Age of 65	75
Reappointment Beyond Compulsory Retirement Age of 65	76

GRADUATION OF STUDENTS

Approval of the Graduation of students from different constituent universities who completed all the requirements for their respective degrees/titles as of the end of the First Semester 2008-2009 or as of the end of the term specified and endorsed by the its respective University Council	76
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PROFESSORIAL CHAIRS ESTABLISHED

Establishment of the Analog Devices U.P. Centennial Professorial Chair in Engineering at the College of Engineering, U.P. Diliman	76
Establishment of the UPOUFI Professorial Chair in Open Distance Learning at the U.P. Open University	76
Establishment of the UPTMC Centennial Faculty Award to be Awarded to Deserving Faculty of the Technology Management Center, U.P. Diliman	76
Establishment of the U.P. Law Centennial Faculty Research Award, College of Law, U.P. Diliman	77
Establishment of the Mercedita Santiago-Nolledo Centennial Professorial Chair at the College of Business Administration, U.P. Diliman	77
Establishment of the U.P. Alumni of Michigan Centennial Professorial Chair at the College of Science, U.P. Diliman	77
Establishment of the Gonzalo W. Gonzalez Professorial Chair in Corporation Law at the College of Law, U.P. Diliman	77

MATTERS CONFIRMED BY THE BOARD

Planned Appeal of President Emerlinda R. Roman to President Gloria Macapagal Arroyo to Include U.P. Personnel in the Recently Announced Productivity Bonus	78
--	----

Deed of Donation and Acceptance between the University of the Philippines (Donee) and the Courtesy Point Technology, Inc. (Donor) 78

Donation Agreement between the University of the Philippines Diliman (Donee) and Mr. Kurt Souvey of Hitachi Global Storage Technologies Singapore, Pte. Ltd. (Donor) 78

Memorandum of Agreement between the University of the Philippines and Baguio City 79

Memorandum of Agreement between the University of the Philippines, Department of Science and Technology (DOST) and the Philippine Council for Industry and Energy Research and Development (PCIERD) 79

Memorandum of Understanding between the Member Institutions of The ASEAN University Network/Southeast Asia Engineering Education Development Network (AUN/SEED-Net) 79

Memorandum of Agreement between the University of the Philippines and the Department of Science and Technology/Technology Innovation for Commercialization Program (DOST/TECHNICOM), Philippine Council for Aquatic and Marine Research and Development (PCAMRD), and Secura International Corporation (SECURA) 79

Memorandum of Agreement between the University of the Philippines and the Philippine Council for Advanced Science and Technology Research and Development (PCASTRD) 80

Memorandum of Agreement between the University of the Philippines Diliman and the University of the Philippines Visayas 80

Memorandum of Agreement between the University of the Philippines Diliman, Department of Science and Technology (DOST) and the Philippine Council for Industry and Energy Research and Development (PCIERD) 81

Memorandum of Agreement between the University of the Philippines and the Advanced Science and Technology Institute (ASTI) 81

Memorandum of Agreement between the University of the Philippines Manila and the Jonelta Foundation School of Medicine-University of Perpetual Help System DALTA (JFSM-UPHSD) 82

Memorandum of Agreement between the University of the Philippines Manila and the PHAREX Health Corporation (PHC) 82

Memorandum of Understanding between the University of the Philippines Los Baños and Vietnam Forestry University, Xuan Mai, Chuong My, Hanoi, Vietnam (VFU) 83

Memorandum of Understanding between the University of the Philippines Los Baños and the Houei Group, Miyazaki, Japan 83

OTHER MATTERS

Request of President Emerlinda R. Roman for Amendment of travel authority for attendance at the 2nd ASEAN University Network (AUN) Rectors' Conference and the 24th meeting of the AUN Board of Trustees 83

Memorandum of Agreement between the University of the Philippines and the Toyota Motor Philippines Corporation (TMP) 84

On the Widening of C-5/Katipunan Avenue fronting U.P. Integrated School 84

Memorandum of Agreement between the University of the Philippines and the Department of Public Works and Highways (DPWH) 84

End of Term Report of the Faculty Regent 85

Conclusion of the Collective Negotiation Agreements (CNA) Between the University and the Administrative Union and the Academic Union 85

Credit Load Equivalent in "UNITS" of the Doctor of Medicine Program 85

Change of schedule of the U.P. Baguio University Council Meeting to approve candidates for graduation for the First Semester, SY 2008-2009 from December 1, 2008 (as per approved calendar for U.P. Baguio) to December 15, 2008 86

Change of schedule of the U.P. Manila University Council Meeting from December 5, 2008 (as reflected in the Academic Calendar 2008-2009 of U.P. Manila) to December 4, 2008 86

DEEDS OF DONATION

Deed of Donation and Acceptance between the U.P. Foundation, Inc. and Atty. Gizela Gonzalez (Donor) 86

Deed of Donation and Acceptance between the U.P. Engineering Research & Development Foundation, Inc. (Donee) and Analog Devices (Donor) 86

Deed of Donation and Acceptance between U.P. Manila (Donee) and Dr. Charlotte M. Chiong (Donor) 87

CONTRACTS/AGREEMENTS

Memorandum of Agreement between the University of the Philippines Diliman and the University of the Philippines Kappa Epsilon Alumni Association, Inc. (Donor) 87

Contract for Security Services between the University of the Philippines Diliman (University) and the 168 Security and Allied Services, Inc. (Agency) 87

Contract of Janitorial Services between the U.P. Diliman and the Philcare Manpower Services (Agency) 88

General Construction Agreement between the University of the Philippines Diliman and Reygem Builders (Contractor) 88

General Construction Agreement between the University of the Philippines Diliman and E.P. Cornejo Construction (Contractor) 88

Contract of Service between the University of the Philippines Manila and GMA Network, Inc. (GMANI) 89

General Construction Agreement between the University of the Philippines Manila and IDAJR Builders and Construction Supply (IDAJRBCS) 89

General Construction Agreement between the University of the Philippines Los Baños and the Azulrem Construction and Engineering Services (Contractor) 90

General Construction Agreement between the University of the Philippines Los Baños and the R'Cel General Contractor and General Merchandise (Contractor) 90

General Construction Agreement between the University of the Philippines Los Baños and the Khornerstone Group Corporation (Contractor) 91

General Construction Agreement between the University of the Philippines Los Baños and the ASM Francisco Construction and Development Corporation (Contractor) 91

Memorandum of Agreement between the U.P. Open University and the U.P. Open University Foundation, Inc. 91

SEPARATIONS FROM THE SERVICE 92

HISTORICAL DOCUMENT 95

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President, University of the Philippines

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Chair, Senate Committee on Education, Arts and Culture
(Until October 2008)

Hon. Manuel "Mar" A. Roxas
Chair, Senate Committee on Education, Arts and Culture
(As of November 2008)

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ADMINISTRATIVE ISSUANCES

ADMINISTRATIVE ORDERS

Administrative Order No. 08-65: Designation as Members of the (1) U.P. Panel on Negotiations between U.P. and the All U.P. Academic Employees Union (AUPAEU), and (2) the Union management Consultative Body (UMCB)

To: **PROF. THEODORE O. TE**
Vice President for Legal Affairs

ATTY. ROSALIO A. ARAGON, JR.
Deputy General Counsel for Judicial Affairs

You are hereby designated members of the (1) U.P. Panel on Negotiations between U.P. and the All U.P. Academic Employees Union (AUPAEU), and (2) the Union Management Consultative Body (UMCB):

Prof. Theodore O. Te, regular member and Chair
(vice Prof. Marvic MVF Leonen)

Atty. Rosalio A. Aragon, Jr., alternate
(vice Atty. E. (Leo) D. Battad).

On file at the OSU Records are Administrative Order (AO) No. OERR-07-49 on the Constitution of the U.P. Panel between U.P. - All U.P. Academic Employees Union (AUPAEU) Negotiations issued on 15 June 2007, and AO No. PERR-07-20 on the Reconstitution of the Union Management Consultative Body (UMCB), issued on 12 March 2007, for additional details.

17 October 2008

(Sgd.) **EMERLINDA R. ROMAN**
President

Administrative Order No. 08-71: Creation of a Special Bids and Awards Committee for Systemwide Credit Card Payment Facility

To: **PROF. ARIEL S. BETAN**
Vice President for Administration

Prof. Mary Delia G. Tomacruz
Vice-Chancellor for Administration
U.P. Diliman

Dr. Florinda D.F. Mateo
Assistant Vice President for Academic Affairs

Atty. Rosalio A. Aragon, Jr.
Deputy General Counsel for Judicial Affairs
Office of Legal Services

Please constitute yourselves into a Special Bids and Awards Committee (SBAC) for Systemwide Credit Card Payment Facility, with Assistant Vice President Ariel S. Betan as Chair and Vice-Chancellor Mary Delia G. Tomacruz as Vice Chair.

The Board of Regents (BOR), at its 1237th meeting on 24 October 2008, approved the implementation of credit card payment facilities for the U.P. System. The SBAC shall oversee the evaluation and selection of a Credit Card Company to service the needs of the University.

Vice President Arlene A. Samaniego, Director Joselito G. Florendo and an authorized officer/staff member from the Commission of Audit shall serve as resource persons.

A Technical Working Group shall provide technical support to the SBAC.

The Committee members, resource persons, secretariat and other staff shall be granted honoraria consistent with the rates for Ad Hoc committees (level 2) approved by the BOR.

Expenses of the Committee shall be charged against the funds of the Office of the President.

31 October 2008

(Sgd.) **EMERLINDA R. ROMAN**
President

Administrative Order No. 08-80: Review of STFAP Brackets

To: **Prof. EDGARDO G. ATANACIO**
College of Engineering

Prof. EMMANUEL F. ESGUERRA
School of Economics

This is to formalize the arrangement for you to constitute yourselves into a 2-man committee to review the current STFAP income ranges and brackets with the end in view of improving the bracket assignments and making them more responsive to present conditions.

Please submit your report not later than 2 January 2009.

You may call on various units and offices of the University for the information you will need. You may secure the services of technical and support staff and invite resource persons whom you think will be of help to your work.

The committee shall be entitled to honoraria to be paid from funds of the Office of the President. Please propose a budget for committee expenses.

20 November 2008

(Sgd.) **EMERLINDA R. ROMAN**
President

Administrative Order No. 08-81: Mandatory Christmas Break

To: **All Vice Presidents**
All Chancellors

As traditionally practiced, we will once again observe the Christmas Break commencing Thursday, 18 December 2008. Except for vital units which must operate on skeletal force, i.e. sanitation, medical service, police and PABX, all offices will be closed starting 18 December 2008 until 2 January 2009. Kindly ensure that all transactions for the year are completed by Wednesday, 17 December 2008.

The Christmas break shall be charged against the mandatory leave privilege. For those who have used up said privilege this year, the Christmas break shall be charged against their leave credits.

This mandatory Christmas break translates to modest savings on the part of the University but more importantly, it is an opportunity for everyone to enjoy the Yuletide holiday with their families.

21 November 2008

(Sgd.) **EMERLINDA R. ROMAN**
President

Administrative Order No. 08-83: Cutting of Trees Inside U.P. Campuses

To: **All Chancellors**

Pursuant to Presidential Decree No. 953, related laws, rules and regulations, and the principles of environmental/natural resources conservation and protection, the following order is hereby promulgated:

Section 1. All trees, whether naturally growing or planted, inside lands owned by the University of the Philippines shall be protected and conserved.

Section 2. The cutting, destroying, damaging or injuring of naturally growing or planted trees of any kind inside the university campuses is prohibited except when the cutting, destroying, damaging or injuring is necessary for public safety or the pruning thereof is necessary to enhance beauty, and only upon the approval of the Department of Environment and Natural Resources (DENR), the authorized government agency.

Section 3. Only the University of the Philippines, after approval by the Board of Regents, has the authority to request for approval or permit to cut trees inside the campuses from the DENR.

Section 4. Any person violating this order shall be prosecuted in accordance with the provisions of P.D. NO. 953.

Section 5. This order shall take effect within fifteen (15) days after posting in conspicuous places in all University of the Philippines campuses.

For your compliance.

11 December 2008

(Sgd.) **EMERLINDA R. ROMAN**
President

MEMORANDA

Memorandum No. PERR 08-22: Selection of Nominees for Faculty Regent

To : **All Chancellors**

The new U.P. Charter (RA No. 9500 dated 29 April 2008) provides that there shall be "One Faculty Regent representing all teaching personnel, chosen in accordance with the rules and qualifications set by the constituent university councils to serve for a term of two (2) years." Since these rules will not be ready in time for the selection of a new Faculty Regent before the year ends, the University Councils of the different constituent universities have agreed that the existing general principles and process for the selection of the Faculty Regent be used this year. The authority to use the existing rules for the selection of the Faculty Regent was granted by the Board of Regents at its 1236th meeting held on 29 September 2008.

The selection is rotated among the Constituent Universities (CUs) and this time, it is the turn of a faculty regent from U.P. Diliman to be nominated.

The nominee for Faculty Regent must be a permanent faculty member of the University and must have served the University for at least ten (10) years as faculty. Not eligible for nomination are those holding administrative positions (unless s/he resigns from her/his position before the second round of nominations) nor those on such leave from the University as would prevent them from serving as Faculty Regent.

The following procedure/schedule shall be followed:

1. U.P. Diliman shall prepare a list of faculty members who are qualified as nominees and submit the same to the Office of the Vice President for Academic Affairs (OVPAA) on or before October 15, 2008.
2. The OVPAA shall provide each CU the list of qualified nominees from U.P. Diliman on October 17, 2008.
3. Each CU shall conduct the first round of nomination during the period October 21-24, 2008.
4. The names of all proposed nominees from each CU and the number of endorsements received by each nominee shall be submitted to the OVPAA on or before October 25, 2008.
5. The top five (5) nominees shall be determined by the Office of the President on the basis of the total results from all the CUs. These nominees shall be requested to submit their biodata in hard copy and in electronic form to the OVPAA on or before November 3, 2008. Moreover, each of the final nominees shall be requested to submit her/his proposed plan for faculty welfare which s/he plans to push during her/his incumbency as Regent. Part of this paper shall be a statement on her/his understanding of the Office of the Faculty Regent in the context of the condition of the University and the problems facing it. The OVPAA will provide the CUs with copies of the CVs and the nominees' proposed plans on November 5, 2008.
6. During the second and final round of nomination for the whole system, each faculty member shall choose ONLY ONE name from among the top five nominees. The schedule for this round of nomination shall be determined by each CU.
7. The results of the second and final round shall be submitted to the OVPAA on or before November 22, 2008, who shall submit the same to the U.P. President.

All regular faculty, full-time or part-time, permanent, temporary or substitute, on official leave (excluding lecturers, professorial lecturers, visiting professors/lecturers, clinical professors, without compensation) are qualified to participate in the nomination process. In the case of professors emeriti, they may participate in the process but they may not be nominated.

I enjoin all qualified faculty to participate actively in the selection of the next Faculty Regent.

Thank you for your cooperation.

6 October 2008

(Sgd.) **EMERLINDA R. ROMAN**
President

Memorandum No. PERR 08-23: Grant of Compensation Adjustments to National Government Personnel, effective 1 July 2008

To: **All Vice Presidents and Chancellors**

Attention: **Vice Chancellors for Administration
PGH Director
Heads of Accounting/ Budget/ HRD Offices**

Pursuant to the approval of the President of the Philippines, the Department of Budget and Management (DBM) has released the funds to cover the requirements of the University for a 10% salary adjustment for the period July to December 2008. The approval is subject to the condition that U.P. is using the National Government Pay Plan (Salary

Schedule under NBC No. 511 s 2007 implementing EO No. 611 s. 2007) based on employees' salary as of 30 June 2008, subject to pertinent budgetary, accounting and auditing rules and regulations.

Attached please find the following: (a) Executive Order No. 719 issued by President Gloria Macapagal-Arroyo on 1 May 2008, authorizing compensation adjustments to government personnel; and (b) National Budget Circular No. 516 issued by DBM Secretary Rolando G. Andaya, Jr. on 20 June 2008, concerning the rules and regulations on the grant of compensation adjustments to government personnel.

Funds will be released to the Constituent Universities (CUs) within this week. You may pay the differential from July to October 2008 not earlier than 15 October 2008 based on the employees' salary as of 30 June 2008.

Further, please start incorporating the 10% salary adjustment in the November 2008 payroll.

Reports on payments made shall be coursed through the U.P. System.

For your guidance and compliance.

7 October 2008

(Sgd.) EMERLINDA R. ROMAN
President

* Related documents on file at the OSU Records Section are: (a) Executive Order No. 719 issued by President Gloria Macapagal Arroyo on 1 May 2008, authorizing compensation adjustments to government personnel; and (b) National Budget Circular No. 516 issued by DBM Secretary Rolando G. Andaya, Jr. on 20 June 2008, concerning the rules and regulations on the grant of compensation adjustments to government personnel.

Memorandum No. PERR 08-22: Selection of Nominees for Faculty Regent

To : **All Chancellors**

The new U.P. Charter (RA No. 9500 dated 29 April 2008) provides that there shall be "One Faculty Regent representing all teaching personnel, chosen in accordance with the rules and qualifications set by the constituent university councils to serve for a term of two (2) years." Since these rules will not be ready in time for the selection of a new Faculty Regent before the year ends, the University Councils of the different constituent universities have agreed that the existing general principles and process for the selection of the Faculty Regent be used this year. The authority to use the existing rules for the selection of the Faculty Regent was granted by the Board of Regents at its 1236th meeting held on 29 September 2008.

17 October 2008

(Sgd.) EMERLINDA R. ROMAN
President

Memorandum No. PERR 08-26: Process for Selecting the Staff Regent

For: **Dr. Arlene A. Samaniego**
VP for Administration

Prof. Theodore O. Te
VP for Legal Affairs

Please assist the Research, Extension and Professional Staff (REPS) and the Administrative Personnel of the University in gathering their representatives to a convention for the purpose of drafting the questions

that will be asked in a UP-wide referendum on the process of selecting the Staff Regent.

Republic Act No. 9500 dated 29 April 2008 (The U.P. Charter of 2008) provides that there will be:

"...One Staff Regent representing the full-time permanent research, extension, and professional staff (REPS) and administrative personnel, and chosen by them from their ranks in accordance with the rules and qualifications set by their duly recognized organizations, to serve for a term of two (2) years..."

Your role shall be limited to helping the two sectors get organized for the above-cited objective and to serve as resource persons for some questions and clarifications they may wish to ask.

7 November 2008

(Sgd.) EMERLINDA R. ROMAN
President

Memorandum No. PERR 08-27: Dialogue on CFOS Directorship

To: The Faculty, REPS and Administrative Staff of the College of Fisheries and Ocean Sciences (CFOS), University of the Philippines Visayas

I have discussed your complaint against the appointment of Dr. Rodelio Subade as Director of CFOS with then Chancellor Glenn Aguilar, newly appointed Chancellor Minda Formacion, Vice President for Academic Affairs Amelia Guevara and Vice President for Legal Affairs Theodore Te.

It is unfortunate that the selection of a new Director for CFOS has come to this point. But I still believe that we can come up of a way to unify our concerns. Thus, I have instructed Vice President Guevara and Vice President Te, together with Chancellor Formacion, to dialogue with you to discuss the concerns of all parties concerned and come up with recommendations to solve this impasse. I enjoin everyone concerned to participate in the dialogue with an open mind.

20 November 2008

(Sgd.) EMERLINDA R. ROMAN
President

Memorandum No. PERR 08-29: Guidelines on the Grant of 2008 Christmas Grocery Allowance of One Thousand Pesos (P1,000.00)

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

Background

The Board of Regents in its 1238th meeting on 28 November 2008 approved the grant of Christmas grocery allowance of One Thousand Pesos (PhP1,000.00) to all administrative employees covered by the Collective Negotiation Agreement (CNA). Likewise, the Board, in the spirit of equity, approved the grant of the same PhP1,000.00 Christmas grocery allowance to faculty, REPS and administrative personnel who are not covered by the CNA between the University and the All U.P. Workers Union.

1. Coverage

1.1 U.P. personnel who have rendered at least six (6) months of active service as of 30 November 2008 and whose nature of employment exhibits an employee-employer relationship are entitled to P1,000.00 Christmas grocery allowance.

1.2 Full time personnel whose aggregate cumulative service is less than six (6) months shall receive pro-rated share of the grocery allowance as follows:

Less than 2 months	0%
2 months but less than 4 months	10%
4 months but less than 5 months	30%
5 months but less than 6 months	50%

Part-time personnel including lecturers shall receive ½ of the benefits of the full time personnel.

1.3 Those who had rendered active service but were separated from the University due to retirement/resignation/death before 30 November 2008, shall likewise receive pro-rated share of the grocery allowance as follows:

Less than 2 months	0%
2 months but less than 4 months	10%
4 months but less than 5 months	30%
5 months but less than 6 months	50%

2. Exemptions

The following are not entitled to the grocery allowance:

- 2.1 Those under preventive suspension as of 30 November 2008;
- 2.2 Those who were meted suspension from the office in calendar year 2008 for litigated administrative cases;
- 2.3 Those who were meted suspension from office in calendar year 2007 for litigated administrative cases which suspension extended to calendar year 2008;
- 2.4 Those who were absent without official leave (AWOL) as of 30 November 2008; and
- 2.5 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; labourers of contracted projects; those paid by piecework basis; and others similarly situated.

3. Date of Payment

Payment of the Christmas grocery allowance shall start on 8 December 2008.

2 December 2008

(Sgd.) EMERLINDA R. ROMAN
President

Memorandum No. PERR 08-31: Preparing for 2009

For : **All Chancellors, All Vice Presidents, Secretary of the University and of the Board of Regents**

As we approach the start of 2009, I have listed down some of the things I would like to concentrate on next year.

A. The Centennial Celebration

1. Final report on all centennial activities with focus on System activities and the financial report but also including campus centennial activities. Output will be something similar to Midterm Report
2. Report on centennial fundraising
3. Follow-through on pledges and commitments

4. Grand conference in April/May on the blueprint for U.P.'s next century
5. DVD production of Pamantasang Hirang
6. History project
7. UPLB Centennial

B. Campus Development

1. UPLB timeline for implementation of External Review recommendations
2. UPV External Review
3. U.P. Cebu College Development in South Road properties
4. U.P. presence in Makati
5. Promotion of culture and languages

- Cordillera Studies
- Cebuano Culture
- Leyte-Samar Heritage
- Mindanao Studies

6. School of Health Sciences in Aurora and Mindanao
7. Construction of dormitories

- U.P. Diliman
- U.P. Mindanao
- U.P. Los Baños
- U.P. Baguio

8. Campus Security
9. Informal Settlers

C. Review of Socialized Tuition and Financial Assistance Program

D. Graduate Tuition

E. Lobby Efforts

- SSL III
- ERDT
- National Science Complex
- Other infrastructure projects
- Law to help U.P. raise funds on continuing basis

Should you want to add anything to the list please let me know but please remember there are only twelve months in a year!!!

Thank you for your continuing support and cooperation. May I also take this opportunity to greet you and your families a joyous Christmas and a prosperous New Year!!!

16 December 2008

(Sgd.) EMERLINDA R. ROMAN
President



DECISIONS OF THE BOARD OF REGENTS

1237TH MEETING, 24 OCTOBER 2008

MATTERS ARISING FROM THE 1234TH MEETING
31 JULY 2008

Update on the Case of Alexis Cimagala, Judy Anne Co, Anezska Cortina, Wilmer Cu, Bernadette Lopez, Kevin Velasco, Rafael Agustine Lapid, Paula Sun, Carissa Mangubat, Eric Angeles, and Punyagi Abueg (SDT Case No. 08-001)

Pursuant to the directive of the Board of Regents in its 1234th meeting held on 31 July 2008, the U.P. Diliman Chancellor submitted the following update on the above-captioned case.

"The Diliman prosecuting lawyer filed a Motion dated 10 September 2008 manifesting the intention to present Philip Amadeus Libre as rebuttal witness against respondents Kevin Velasco and Punyagi Abueg.

During the 26 September 2008 formal hearing before the Tribunal, respondents Kevin Velasco and Punyagi Abueg presented Eric Angeles as their common witness. This completed the presentation of evidence for the remaining eight (8) respondents¹. The case is next scheduled for formal hearing on 24 October 2008 at 2:30 p.m. for presentation of Philip Amadeus Libre as the prosecution's rebuttal witness against respondents Kevin Velasco and Punyagi Abueg.

Since the Diliman prosecuting lawyer would no longer present any rebuttal witness against them, respondents Alexis Cimagala, Judy Anne Co, Anezska Cortina, Wilmer Cu, Bernadette Lopez and Carissa Mangubat asked the Tribunal to resolve the case against them. The Tribunal granted such request and gave the parties until 6 October 2008 within which to file, as they deem, their respective Memoranda to aid in the resolution of the case. Thereafter, the case against these respondents would be submitted for resolution, with or without such Memoranda.

On 6 October 2008, the prosecution filed its Memorandum against respondents Alexis Cimagala, Judy Anne Co, Anezska Cortina, Wilmer Cu, Bernadette Lopez and Carissa Mangubat. The same is thus already submitted for the resolution of the Tribunal.

In a letter dated 13 October 2008, Dr. Lourdes E. Abadingo, Secretary of the University and of the Board of Regents, also requested for a justification why the decision on this case could not be done within a month's time.

We recall that as of 31 July 2008 (when the Board held its 1234th meeting), the remaining eight (8) respondents had yet to present evidence on their own behalf. Respondents had earlier moved for the cancellation of the formal hearing scheduled on 25 July 2008 to give the Board time to act on their Petition, which the Tribunal granted.

Upon learning of the action of the Board on their Petition, all of the remaining eight (8) respondents manifested that they intended to present their evidence. During the formal hearings on 8 August 2008, 15 August 2008, 29 August 2008, 3 September 2008, 17 September 2008, and 26 September 2008, each of the remaining eight (8) respondents testified in succession before the Tribunal. Respondents also presented Professor Shirley Calapatia and Eric Angeles as their common witnesses.

The Tribunal holds hearings on Wednesday and Friday afternoons - the most frequent schedule allowed by the common available time

of its members who perform other academic and administrative functions in the University. In scheduling hearings, the Tribunal considers the availability of all counsel for respondents. Each of the remaining eight (8) respondents is represented by private counsel. The formal hearings scheduled were the most frequent allowed by the common available time of all the counsel of respondents.

We give our assurances that the Tribunal and the prosecution are doing everything they can to resolve the case as soon as possible while still respecting the rights of respondents.

On this note, may we mention that to come out with more streamlined proceedings, the University of the Philippines-Diliman is spearheading the revision of the rules on student discipline, which shall then be submitted for the approval of the Board. . . ."

Board action: NOTATION.

On the Return Service Obligation Policy of the U.P. College of Medicine

At its 1236th meeting on 29 September 2008, the Board of Regents reaffirmed its approval of the Return Service Obligation Policy of the U.P. College of Medicine. It also approved the proposal that the penalty for renegeing medical graduates under the Regionalization Program be made the same as the other medical graduates, that is, twice the subsidy for the cost of medical education plus interest. The President was also authorized to discuss with the Chancellors the possibility of implementing a Return Service Obligation Policy for graduates of other degree programs.

The President informed the Board that in the meeting of the President's Advisory Council on 15 October 2008, she urged all the Chancellors to discuss with their deans the possibility of requiring a three-year Return Service for all their graduates.

MATTERS ARISING FROM THE 1236TH MEETING
29 SEPTEMBER 2008

On the Appeal of NORMAN ROLAND E. OCANA III, Respondent-Appellant in SDT Case No. 04-027

Student Regent Shahana E. Abdulwahid inquired on the status of the appeal of Mr. Norman Roland E. Ocana III.

Regent Abraham F. Sarmiento, Chair of the Regents' Committee tasked to review this appeal requested a DEFERMENT of this particular item. He promised to submit the Committee's recommendation at the next meeting of the Board in November 2008.

REPORT OF THE PRESIDENT

President Roman informed the Board that on the 29th of October 2008 the University would confer the Degree of Doctor of Laws honoris causa upon His Excellency Ban Ki-Moon, Secretary General of the United Nations.

The President will not be able to attend the Conferment because she will be in Berlin to be a panel discussant in an International Conference of University Rectors.

She will be back from Berlin on the 29th of October in time for the Budget Hearing at the Senate.

¹ There were initially eleven (11) respondents in the above-captioned case. In a Decision (Partial) dated 10 July 2008, the Student Disciplinary Tribunal dismissed the case against respondents Rafael Augustine Lapid, Eric Angeles and Paulo Sun.

The President said that her presence in international conferences helps promote the University of the Philippines. Moreover, in the survey of University rankings, a good part of the criteria (about 40%) is peer rating. About 100,000 academics all over the world are asked to give which they think are the top thirty (30) universities in the world.

POLICY MATTERS APPROVED

Proposal for the Transformation of the Department of Civil Engineering to the Institute of Civil Engineering *

Background and Rationale

The formal creation of the Institute of Civil Engineering shall address, at the proper national scale, the continuing and growing need for a center of excellence in civil engineering and its specialized fields, with the combined capabilities in instruction, research, and extension service.

Civil Engineering as a profession spans the activities of conceptualization, planning, design, construction, operation, maintenance, and renewal or demolition of various infrastructure, facilities and systems that are required by the society and the economy. These include, among others, shelters, buildings, towers, site and slope protection systems, tunnels, bridges, streets, highways, rails, airports, ports and harbors, coastal structures, water distribution systems, irrigation, drainage, flood control, canals, dams, and corresponding technologies for natural disaster risk management and for environment management.

Infrastructure is regarded as one of four main factors of the global competitiveness, along with: economic performance, government efficiency, and business efficiency. Specifically considered are basic infrastructure, technological infrastructure, scientific infrastructure, health and environment, and education. Infrastructure, including overall infrastructure, transportation, communication, energy and others, is likewise regarded as one of nine pillars of global competitiveness index. The situation calls urgently for the strengthening of the national capabilities for infrastructures of all types, including civil engineering.

Civil Engineering as a discipline includes such specialized fields as: (1) construction engineering & management; (2) environment & energy engineering; (3) geotechnical engineering; (4) structural engineering; (5) transportation engineering; and (6) water resources engineering. The Institute shall have corresponding academic groups to nurture these fields.

While institutionalizing the academic groups and creating more laboratories in the Institute, this Plan harnesses the nearly 100 years of experience of the Department of Civil Engineering and the experiences and potential synergies of three UP research and extension-service centers that have been closely affiliated with the Department for about 30 years.

This plan states the vision and mission, objectives, membership and leadership, and specific goals and targets of the Institute. This plan is in line with the recommendation of the 1990 U.P. College of Engineering Review Committee, the framework of the National Graduate School of Engineering (NGSE) as approved by the Board of Regents in 1997, the NGSE full implementation plan of 2006, and the latter's program on Engineering Research & Development for Technology (ERDT) from 2007.

Vision and Mission

It is the Institute's vision to be an internationally recognized institution in instruction, research, and extension service in civil

engineering and its specialized fields.

Objectives

The Institute shall pursue the following functional objectives:

1. Nurture a culture of research & development for civil engineering technologies.

Both basic and applied R&D shall be embedded in the doctoral and master's degree programs; applied R&D shall be encouraged among the programs and projects of the extension service (Objective 2). Senior undergraduate students shall be encouraged to consider the option of R&D careers.

The Institute shall aim to contribute a sizeable number of MS and Ph.D. graduates among the country's research scientists and engineers. A research agenda shall be implemented that is aligned with the National Science & Technology Plan of the Philippines and the Medium-Term Philippine Development Plan.

2. Actively provide extension service as a resource center for the proper implementation, popularization, or commercialization of civil engineering technologies that contribute to the country's economic competitiveness.

Extension service shall take the form of contract R&D, advisory and/or consultancy, or training, for professionals, enterprise, industries, non-government organizations, other educational institutions, or government units or agencies.

Upgrading of the qualifications of practicing engineers shall be facilitated through certification training programs (or through the graduate degree programs, Objective 1). Upgrading of other engineering schools with less available resources shall be assisted through teachers' training programs (Objective 3). The Institute shall pursue initiatives to broaden the public access to post-graduate training.

3. Provide the vehicle for leading-edge instruction in civil engineering as a profession.

Excellence in instruction shall range from the graduate levels to the bachelor's program; it shall be extended to popular public education and awareness-building. The Institute shall harness the experience of its faculty in R&D (Objective 1) and extension service (Objective 2) to continually enrich the curriculum and to continually improve the effectiveness of teaching.

Partners in enterprise, industry, non-government organization, or government shall be engaged.

4. Attract and mentor a diverse population of excellent students at bachelor's, master's, and doctoral levels.

With a culture of academic excellence, technological proficiency, and social relevance in instruction, research, and extension service, the Institute shall attract a diverse population of excellent students and encourage them to consider both options of R&D careers and of careers in professional practice, enterprise, or government service.

The Institute shall aim to generate scholarship grants or assistantship grants for well-deserving students. It shall nurture close relations with alumni.

5. Attract and nurture a diverse of excellent faculty members with the relevant graduate degrees and the aptitude for, and dedication to, teaching, research, administration, consultancy, extension service, and graduate study.

The multi-dimensional comprehensive mandate of the Institute shall allow every faculty member to fully apply such competence where he or she has the advantage. It shall encourage and support continuing professional development for every faculty member. It shall likewise nurture its support, technical and administrative staff.

Board action: **APPROVAL.**

Proposed Establishment of the Electrical and Electronics Engineering Institute *

Abstract

This proposal calls for the establishment of the Electrical and Electronics Engineering Institute as an academic unit of the College of Engineering, U.P. Diliman. It primarily involves the reshaping of the Department of Electrical and Electronics Engineering. The Institute is envisioned to be a center of excellence, one of the leaders in education, research and extension services in the various fields of electrical and electronics engineering in the country and Asia. The proposal is put forward in recognition that growth in the electrical and electronics engineering fields is rapid and the Institute can respond to these changes. The proposal defines the goals, activities and structure of the Institute. Initially, the Institute will retain the existing faculty and staff of the EEE department.

Vision Statement

The Electrical and Electronics Engineering Institute: A center of excellence in the fields of electrical and electronics engineering in Asia, with focus on areas of computers and communication, instrumentation and control, microelectronics and power, contributing to the progress of the country and the region through linkages with other educational institutions, industry and government.

Philosophy/Rationale

A large part of the activities of the EEE department involves research. From two research laboratories in 1980's, it has now 14 laboratories. It has built up fundamental capabilities in the areas of power electronics, computer networks, instrumentation, controls, robotics, communications, signal processing, power systems and microelectronics.

Research and innovation in technology fields are essential to economic development. The Asian neighbors like Japan, Korea and Singapore are testaments to how technology and economic progress are tied together.

The EEE department is the leading institution in the field of electrical and electronics engineering in the Philippines. The electrical and electronics engineering field is composed of many areas such as artificial intelligence, biosystems, communications and networking, computer architecture, control, intelligent systems, and robotics, electronics systems, energy, human-computer interaction, integrated circuits, micro/nano electro mechanical systems, operating systems

* Regent Sarmiento lauded these proposals of the College of Engineering.

The President informed the Board that the College of Engineering is lagging behind the College of Science in research. In terms of quality of academic programs, both colleges are doing very well. The College of Engineering is lagging behind in research because the engineers are more into application. They are into consulting work and earn a lot. With the creation of Institutes, the College of Engineering will be able to focus on nurturing a culture of research and development. As Institutes, they can decide faster and can easily raise resources.

and networking, physical electronics, programming systems, scientific computing, and signal processing.

The areas mentioned above are huge fields of studies in themselves; scientific growth in these areas is rapid. It is with this realization that the Electrical and Electronics Engineering Institute is being proposed. The competencies in the different areas need to be developed further to be at par with international standards. In the framework of an institute, the EEE growth in the different areas of electrical and electronics engineering will be sustained.

Institute stature will give a big boost to the visibility of the EEE department not only as a teaching institution but also as a research institution. Moving from a department to an institute gives the Institute an opportunity for renewal and meet the vision.

As an institute, EEEI will play a big role in education in the EEE fields in the country. The institute will act as a model for other academic institutions. The institute will uplift the state of the local industry through technical assistance, increase in manpower with advanced degrees, research output and distance learning.

With the department already showing academic leadership in the EEE fields, with its pool of experts in the EEE fields and consistent research output from its research laboratories, the department effectively functions as an institute.

The formal establishment of the Electrical and Electronics Engineering Institute will lead to scaling of the activities to larger proportions. This will positively impact the research and collaborations. In becoming an institute, the EEEI is also asserting academic and technical authority in the EEE fields.

Board action: **APPROVAL.**

Request for Extension of Service Beyond Compulsory Retirement Age of 65 in Favor of Director HAYDE B. ARANDIA, U.P. Diliman Budget Office, subject to the rules of the Civil Service Commission

The date of Director Arandia's compulsory retirement coincides with the last quarter of the fiscal year when her expertise and services are very crucial and urgently needed to provide continuity in:

1. Facilitating the processing of obligations and payments for the on-going infrastructure projects for the UP Centennial, the National Science Complex, the ERDT Projects and the CSSP;
2. Identifying fund sources for the remaining UP Centennial projects;
3. Implementing the merit promotion for faculty, REPS and administrative personnel;
4. Adjusting the UP Diliman PSIPOP for submission to DBM;
5. Closely monitoring UP Diliman's savings to identify fund sources to settle UPD's CY 2008 obligations and payables which have to be paid before the books of accounts are closed;
6. Reconciling allotments and cash releases received during the year from DBM; and
7. Preparing the required accountability reports and statements required by COA and DBM to close the books of accounts for the fiscal year.

Director Arandia has served as Budget Director for U.P. Diliman during the terms of Chancellor Roger Posadas (1994-1997), Chancellor Claro T. Llaguno (1997-2000), Chancellor Emerlinda R. Roman (2000-2005) and Chancellor Sergio S. Cao (2005 to the present).

Board action: **APPROVAL.**

Request for a Waiver of the Two-Year Return Service Requirement After Sabbatical in Favor of Prof. FLOR ANGEL HERNANDEZ, University Registrar, U.P. Baguio and for her to Pay Off the Remaining Seven Months Obligation of her Sabbatical Either in Cash or Through Leave Credits

Prof. Hernandez was granted sabbatical from June 2006 to May 2007, reported back to duty on 1 June 2007 and was appointed University Registrar, effective 1 June 2007 to 31 May 2009. By 31 May 2009, she would have complied with the 2-year return service requirement for those going on sabbatical, but due to personal and health reasons, Prof. Hernandez finds it necessary to retire on reaching age sixty on 1 November 2008.

The letter of Prof. Hernandez addressed to the Board of Regents is quoted as follows:

“Dear Members of the Board of Regents:

May I respectfully request waiver of one provision governing Sabbatical Leave to allow me to avail myself of optional retirement at age 60, effective November 1, 2008. I refer to par. d of Section 6.4 (Sabbatical) of the Faculty Manual, as follows:

“d. The faculty member shall report back for service to the University immediately after the sabbatical. Report back for service is understood to mean resumption of teaching duties or assumption of administrative assignment for at least two (2) years.”

My request is actually two-fold: first, I would like to request that I be allowed to comply with this obligation of my Sabbatical by paying off, either in cash or through my leave credits, the remaining seven months (November 2008 to May 2009) of my obligation; and second, I appeal for waiver – only for those last seven months – of the provision qualifying the return service requirement to mean teaching duty or administrative assignment. As background, may I inform you that I was granted sabbatical leave in AY 2006-2007. I reported back to duty on 1 June 2007 and was appointed University Registrar effective 1 June 2007 to 31 May 2009.

However, toward the end of 2007, there were some personal/family developments which occurred and which made it necessary for me, for health reasons, to change my plans and apply for optional retirement. Since the 1990s, I have had a history of hypertension and in September 2001, I had a mild stroke and was hospitalized. As a result, I had to resign as Chairman of the then Division of Humanities and go on part-time status in the 2nd semester 2001-2002. I had consulted my doctor, Dr. Lourdes Tabora Subido and she advised that it is best if I retire at the earliest possible time so that these personal and family concerns are not aggravated by additional pressure from school and office. I did not anticipate these developments when I applied for Sabbatical in 2006 and I will now be left owing the University seven more months of return service, hence this appeal.

May I then earnestly request that you allow me to pay off the remaining seven months of my contractual obligation and waive the requirement that return service must be as teaching duty or administrative assignment for that period.

Thank you very much for your consideration.

Sincerely,

FLOR ANGEL S. HERNANDEZ”

Board action: **APPROVAL.**

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Dr. MERLINA N. ANDALECIO, Assistant Professor 5 at the Institute of Fisheries Policy and Development Studies, College of Fisheries and Ocean Sciences, U.P. Visayas, Effective 1 November 2008 until 31 May 2009

Dr. Andalecio earned her first MS degree major in Aquaculture from UPV (College of Fisheries) in 1995, her second Master’s degree major in Marine Management from Dalhousie University (Canada) in 1998, and her Ph.D. degree major in Biology, also from Dalhousie University in 2004.

She started as a contractual Research Assistant at the College of Fisheries on June 15, 1986, was given a regular item and permanency on May 16, 1990, was promoted to University Researcher I position on October 1, 1997, and was reclassified to faculty status on January 16, 2006 with the rank of Assistant Professor 5.

Her current appointment as Assistant Professor 5 is until October 31, 2008. She would be maximizing the three (3) years given to assistant professors to satisfy the minimum publication requirement for faculty tenure by January 15, 2009. Thus, her appointment can still be renewed effective November 1, 2008.

Dr. Andalecio is currently involved in four (4) major research and development projects. Presented below are her papers that have been accepted for publication abroad:

Title of Paper	Authorship	Status of Publication
Integrating Aquaculture in Coastal River Planning: The Case of Dagupan City, Philippines	Andalecio, Merlina N. and Cruz, Philip S.	Accepted for inclusion in a book by CABI Publishing. Projected publication date is early 2009
Including Coastal Resource users in Fisheries Management Evaluation	Andalecio, Merlina N.,	Accepted for publication in the Environmental Management Journal (ISI-covered journal)
Tilapia-Shrimp Polyculture in Negros Island, Philippines: A Review	Cruz, Philip S., Andalecio, Merlina N., Bolivar, Remedios B., and Fitzsimmons Kevin	Accepted for publication in the Journal of World Aquaculture Society (ISI-covered journal)

Given Dr. Andalecio’s qualifications, teaching performance, accomplishments, and potential to generate publishable research articles in refereed and ISI-covered journals cited, the U.P. Visayas is recommending approval of the waiver of Article 178 of the U.P. Code in her favor for the period November 1, 2008 until May 31, 2009.

The waiver of the said Article is necessary to facilitate the renewal of Dr. Andalecio’s temporary appointment as Assistant Professor 5 until May 31, 2009. This is a stop gap measure since one of her research papers that was already accepted for publication abroad, will come out by early part of 2009.

Board action: **APPROVAL.**

Request for Waiver of Contractual Obligation in Favor of Prof. FEBE SOLEDAD M. LUNTAO, Professor in the Department of European Languages, College of Arts and Letters, U.P. Diliman, Effective 1 June 2008

Prof. Luntao has rendered a total of 19 years and 6 days out of the 23 years, 2 months and 15 days return service required. However, Prof. Luntao turned 65 years old on January 24, 2008 and had to retire from teaching effective June 1, 2008.

Her contractual obligation arose from her study leave with pay in the USA on August 15, 1980, to pursue a doctoral degree at the

University of California-Riverside, and study leave without pay for a total of 1 year, 5 months and 15 days during the period of her study leave.

Precedent cases of those whose deficiencies in their contractual obligations were waived due to compulsory retirement were Dr. Lorna L. De Vera of UPIS per 1221st BOR, 28 June 2007 and Dr. Ester B. Dela Cruz of CSSP, 1235th BOR, 29 August 2008.

Prof. Luntao has rendered a total of 35 years, 4 months and 23 days service to the University where she started as Instructor on January 1, 1973. She has also served as Lecturer from July 1, 1972 until her appointment as a full-time faculty member and as Assistant to the Chairman of the Department from 1997 to 1999.

Board action: **APPROVAL.**

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Dr. RONALDO B. SALUDES, Assistant Professor at the College of Engineering and Agro-Industrial Technology (CEAT), U.P. Los Baños, Effective 1 June 2008 until 28 August 2008

Dr. Saludes's tenure has already been approved by BOR effective 29 August 2008. However, as a stop-gap measure, his temporary appointment for the period 1 June - 28 August 2008 has to be approved, but the Chancellor of U.P. Los Baños cannot act on it since Dr. Saludes has reached the maximum allowable period of temporary appointment. It is only now that they request waiver since his mother unit failed to process his relevant papers in time.

The approval of this request would provide continuity in the service of Dr. Saludes.

Board action: **APPROVAL.**

Implementation of Credit Card Payment Facilities for the University of the Philippines System

Rationale:

The University of the Philippines (UP) wishes to invite proponents to bid for the provision of credit card payment facilities for the University of the Philippines.

Currently only the UP Open University (UPOU) accepts credit card payments. Based on the positive experience of the UPOU it is recommended that the credit card payment facility be adopted system-wide.

The use of a credit card payment facility throughout the UP System will provide an alternative, safe and convenient means for payment of tuition and other student fees; donations; and as alternative payment facility for UP transactions. It is envisioned that the provision of credit card payment facilities will ease the lines during enrolment period by having a line dedicated to purely credit transactions.

For the students, the adoption of a credit card payment facility will allow them to avail of the installment plans being offered by the credit card companies.

For the University, the adoption of a credit card payment facility will reduce the administrative costs of handling cash transactions.

Features:

1. Creation of a Special Bids and Awards Committee to oversee the evaluation and selection of a Credit Card Company to service the needs of the University.

2. Terms of Reference:

The University of the Philippines System requires the provision of the following for a minimum term of one year:

- a. The credit card payment facilities provider should be able to provide credit card payment equipment and facilities for all of its constituent universities located in Diliman, Manila, Los Baños, Baguio, Visayas and Mindanao. The chosen credit card service provider may also be required to service the UP Open University, if the exigencies of the service require UPOU to do so.

A minimum of one (1) Point of Sale (POS) terminal per constituent university will be required. During enrolment period, the number of POS terminals per constituent university may be temporarily increased to facilitate the payment of tuition and other student fees.
- b. The credit card payment facilities should, as much as possible, be able to accept all kinds of credit cards (e.g., Visa, Mastercard, JCB, American Express, etc.).
- c. The payment facility should cover over-the-counter (OTC) (cardholder present), mail-order-telephone-order (MOTO) and e-banking (on-line) transactions.
- d. The service provider should charge the University the lowest possible Merchant Discount Rate (MDR).
- e. The service provider should require the lowest possible Minimum Annual Transaction Requirement per POS terminal.
- f. Remittance of payments/settlement shall be within twenty-four (24) hours of transaction submission or within the next banking day, if the transaction is made on a Saturday/holiday.
- g. Installation of the credit card payment facilities and training of the UP personnel should be made within fourteen (14) days from execution of the service agreement. At least one UP personnel per POS terminal should be trained by the service provider on the use of the equipment and detection and prevention of credit card fraud.
- h. The provision of the facilities should also include a monitoring system to enable UP to track and check the transactions, a 24-hour help desk and on-site repair service and trouble shooting for all of the credit card payment sites.
- i. The University may require that pilot implementation be made in one (1) or two (2) of its constituent universities prior to full or system-wide implementation.
- j. It is understood that the adoption of credit card payment facilities within the University shall be subject to the usual accounting and auditing rules and regulations.

Board action: **APPROVAL.**

Confirmation of the Conferment of the degree of Doctor of Laws, honoris causa upon His Excellency Ban Ki-Moon, Secretary General of the United Nations

The Board of Regents through a referendum held on 15 and 16 October 2008 approved the conferment of the degree of Doctor of Laws honoris causa upon His Excellency Ban Ki-Moon, Secretary General of the United Nations. This, however, needs confirmation by the Board.

His Excellency Ban Ki-Moon of the Republic of Korea, the eighth Secretary-General of the United Nations, brings to his post 37 years of service both in government and on the global stage.

At the time of his election as Secretary-General, Mr. Ban was his country's Minister of Foreign Affairs and Trade. His long tenure with

the Ministry included postings in New Delhi, Washington D.C. and Vienna, and responsibility for a variety of portfolios, including Foreign Policy Adviser to the President, Chief National Security Adviser to the President, Deputy Minister for Policy Planning and Director-General of American Affairs. Throughout this service, his guiding vision was that of a peaceful Korean peninsula, playing an expanding role for peace and prosperity in the region and the wider world.

Mr. Ban has long-standing ties with the United Nations, dating back to 1975, when he worked for the Foreign Ministry's United Nations Division. That work expanded over the years, with assignments as First Secretary at the Republic of Korea's Permanent Mission to the United Nations in New York, Director of the United Nations Division at the Ministry's headquarters in Seoul and Ambassador to Vienna, during which time, in 1999, he served as Chairman of the Preparatory Commission for the Comprehensive Nuclear Test Ban Treaty Organization. In 2001-2002, as Chef de Cabinet during the Republic of Korea's presidency of the General Assembly, he facilitated the prompt adoption of the first resolution of the session, condemning the terrorist attacks of 11 September, and undertook a number of initiatives aimed at strengthening the Assembly's functioning, thereby helping to turn a session that started out in crisis and confusion into one in which a number of important reforms were adopted.

Mr. Ban has also been actively involved in issues relating to inter-Korean relations. In 1992, as Special Adviser to the Foreign Minister, he served as Vice-Chair of the South-North Joint Nuclear Control Commission following the adoption of the historic Joint Declaration on the Denuclearization of the Korean Peninsula. In September 2005, as Foreign Minister, he played a leading role in bringing about another landmark agreement aimed at promoting peace and stability on the Korean peninsula with the adoption at the six-party talks of the Joint Statement on resolving the North Korean nuclear issue.

During his tenure as Secretary-General, Mr. Ban accomplished the following:

- In the field of Peace and Security – he strengthened UN's ability to play its role to the fullest extent in conflict prevention, peacemaking, peacekeeping and peace-building, enhanced UN's capacity for preventive diplomacy and supported sustainable peace processes, as well as offered long-term solutions and responded more effectively to conflict.
- In the area of Development – he mobilized political will and held world leaders to their commitments to allocate adequate resources development aid because he finds it intolerable that almost 1 billion people still live on less than \$1 a day. He kept the UN focused towards the achievement of the Millennium Development Goals and other internationally agreed development goals. He established the Comprehensive Framework for Action, a menu of appropriate options that governments can adopt in addressing the global food crisis.
- In the area of Climate Change – In September 2007, he established a high-level event that set in motion the impetus for leaders to look ahead to the discussions on the UN Framework Convention on Climate Change and set the message – this is no longer business as usual. He was the catalyst in galvanizing political will across the developing and industrialized nations of the world to ensure a positive outcome for the post Kyoto protocol.
- In the area of Human Rights – He strives to translate the concept of the "Responsibility to Protect" from words to deeds to ensure timely action when populations face genocide, ethnic cleansing or crimes against humanity.
- UN Reform – He believes that UN reforms are needed because the UN and its staff must adapt to new needs. He adopted

the mantra of doing more with less and must work with all stakeholders to obtain the resources and support the organization needs for key management reforms.

- International Migration and Development – He acknowledges the important nexus between international migration and development and the need for the international community to deal with the challenges and opportunities that migration presents to countries of origin, destination, and transit.

Mr. Ban received a bachelor's degree in international relations from Seoul National University in 1970. In 1985, he earned a master's degree in public administration from the Kennedy School of Government at Harvard University. In July 2008, Mr. Ban received an honorary Doctoral Degree from Seoul National University.

Mr. Ban has received numerous national and international prizes, medals and honours. In 1975, 1986 and again in 2006, he was awarded the Republic of Korea's Highest Order of Service Merit for service to his country. In April 2008, he was awarded the dignity of the "Grand-Croix de L'Ordre National" (Grand Cross of National Order) in Burkina Faso, and in the same month received the "Grand Officier de L'Ordre National" (Grand Officer of the National Order) from the Government of Cote d'Ivoire.

Mr. Ban was born on 13 June 1944. He and his wife, Madam Yoo (Ban) Soon-taek, whom he met in high school in 1962, have one son and two daughters. In addition to Korean, Mr. Ban speaks English and French.

Board action: CONFIRMATION.

Concept Paper entitled "Reformulating the Consolidated Policy Framework for Faculty Promotion and Tenure in the University of the Philippines System for Implementation Under the U.P. Charter of 2008" submitted by Faculty Regent Felix Librero

This is the second major initiative of the Faculty Regent, the first one being the proposal to establish a career path for the REPS (Research Extension and Professional Staff) sector in the University, which is now being discussed by the REPS sector in the various constituent universities of the System.

This policy initiative on faculty promotion and tenure was based on the results of a study on the upward mobility of UP faculty undertaken by the Office of the Faculty Regent as well as on discussions with various faculty groups in the last few months. As suggested in the concept paper, it is requested that this be endorsed to the UP System Administration and further endorsed by the System to the different campuses for open discussion among the faculty of the entire University. On the basis of these discussions, the faculty sectors in the different campuses shall prepare formal proposals which shall be consolidated at the System level through the Office of the Vice President for Academic Affairs. This consolidated proposal shall be endorsed by the President to the BOR for action. The process shall take time but concrete action shall have been taken toward the end of 2009.

The President informed the Board that copies of the Faculty Regent's Concept Paper were distributed to the Chancellors during the last meeting of the President's Advisory Council.

Board action: The Board authorized the President to endorse officially the said concept paper to the Chancellors for discussion in their respective CUs.

FINANCIAL MATTERS APPROVED

The President endorsed the following:

Realignment of U.P. Diliman’s Reprogrammed Funds for Capital Outlay in the amount of P10,000,000.00, certified available by the UPD Budget Director, to be utilized as follows:

PARTICULARS	FROM	TO
Capital Outlay	P10,000,000.00	
Maintenance & Other Operating Expenses (to pay pending utilities bills for Meralco, Manila Water Co., PLDT, Bayantel & other MOOE obligations of UP Diliman)		P10,000,000.00
Total	P10,000,000.00	P10,000,000.00

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

Board action: APPROVAL.

Programming of U.P. Diliman’s Excess Income, amounting to PhP5,413,674.23, certified available by the Officer-in-Charge, Accounting Office, U.P. Diliman

A. PROGRAMS A.1.a. General Administration and Support Services	
Maintenance & Other Operating Expenses (to pay pending VOIP and other utilities bills of UP Diliman)	P5,413,674.23

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

Board action: APPROVAL.

Grant of the Third Rice Subsidy/Allowance to Rank and File Employees of the University

Under the 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 and which was approved by the Board of Regents at its 1202nd meeting on 27 October 2005, “the University agrees, subject to the condition provided in Article XIII, section 1 and the availability of funds to provide:

Rice subsidy, a minimum of two sacks of rice of approximately 50 kg. with a maximum of P1,000 each ...”

The rice subsidy/allowance for 2008 that was increased to P1,500.00 per BOR approval on 30 May 2008 has already been given twice. It is proposed that a third rice subsidy/allowance of P1,500 be given by December 2008.

In the spirit of equity, it is further proposed that the same rice subsidy/allowance of P1,500 be given to the Faculty, REPS and administrative personnel not covered by the CNA between the University and the All U.P. Workers’ Union.

Board action: APPROVAL.

Realignment of the Balance in the Amount of P1,203,935.61 from the Reprogrammed Fund of P7,000,000 Intended for the Renovation of the Faculty & Medical Arts Building to Maintenance and Other Operating Expenses (MOOE), Philippine General Hospital, U.P. Manila

Project	Expense Class	Expense Class	Amount
	FROM	TO	
Renovation of Faculty & Medical Arts Building	Capital Outlay	MOOE	P1,203,935.61
Total			P1,203,935.61

The realigned amount shall be utilized for the calibration and preventive maintenance of vital biomedical and other hospital equipment as required by ISO certification and for these equipment to be always in acceptable working condition.

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

Board action: APPROVAL.

Realignment of the U.P. System Administration’s Programmed Funds (as per 1221st BOR approval dated June 28, 2007) in the Total Amount of P9,735,066.92, certified available by the Budget Director, to be utilized as follows:

Project	Expense Class	Expense Class	Amount
	FROM	TO	
CS-National Institute of Physics Building	Equipment Outlay	Capital Outlay-BSO	P9,735,066.92
Total			P9,735,066.92

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

Board action: APPROVAL.

Request of the Institute of Chemistry to the Commission on Higher Education (CHED) dated 2 June 2008 for the Use of the Unexpended Balance (P520,000 from a Grant of P1,623,750) from the CHED Funded Project entitled “Faculty Upgrading for Chemistry in Higher Education” for Another Training Project entitled “Intensive Training Course in Quantum Chemistry

The Commission on Higher Education has informed the Institute of Chemistry that the approval of the U.P. Board of Regents is necessary before they can act on the request.

The proposed training project is scheduled for March 23-April 4, 2009. The Institute of Chemistry urgently needs the approval of the project to proceed with the preparations which includes confirming the travel plans of the lecturer, Dr. Cynthia Juan Jameson, Professor Emeritus of the University of Illinois Chicago Circle and confirming the reservations for the dorm accommodations of the participants at SOLAIR. In addition, the institutions that will be sending participants will have to be informed in advance that their nominees will be spending two weeks for a live-in course so their schedules and duties in the second semester can be adjusted accordingly.

Board action: The Board endorsed the request for approval by the Commission on Higher Education.

APPOINTMENTS

UNIVERSITY OFFICIALS

U.P. Los Baños

Dr. RITA P. LAUDE as Vice-Chancellor for Instruction, effective 1 November 2008 to serve at the pleasure of the Chancellor

Dr. ENRICO P. SUPANGCO as Vice-Chancellor for Research and Extension, effective 1 November 2008 to serve at the pleasure of the Chancellor

Dr. VIRGINIA R. CARDENAS as Vice-Chancellor for Community Affairs, effective 1 November 2008 to serve at the pleasure of the Chancellor

Dr. ROBERTO F. RAÑOLA, JR. as Vice-Chancellor for Administration, effective 1 November 2008 to serve at the pleasure of the Chancellor

Dr. RUBEN D. TANGQUECO as Vice-Chancellor for Planning and Development, effective 1 November 2008 to serve at the pleasure of the Chancellor

Prof. SEVERINO E. CUEVAS as Director, Office of Student Affairs, effective 1 November 2008 to serve at the pleasure of the Chancellor

Prof. MA. STELLA C. TIROL as Director, Office of Public Relations, effective 1 November 2008 to serve at the pleasure of the Chancellor

Dr. EMMANUEL RODANTES G. ABRAHAM as Director, Office of Alumni Affairs, effective 1 November 2008 to serve at the pleasure of the Chancellor

U.P. Manila

Dr. JOSEFINA G. TAYAG as Vice-Chancellor for Academic Affairs, effective 1 November 2008 to serve at the pleasure of the Chancellor

Dr. ORLINO O. TALENS as Vice-Chancellor for Administration, effective 1 November 2008 to serve at the pleasure of the Chancellor

Dr. ZORAYDA E. LEOPANDO as Vice-Chancellor for Planning and Development, effective 1 November 2008 to serve at the pleasure of the Chancellor

Dr. LULU C. BRAVO as Vice-Chancellor for Research, effective 1 November 2008 to serve at the pleasure of the Chancellor

Dr. NYMIA P. SIMBULAN as Director, Office of Student Affairs, effective 1 November 2008 to serve at the pleasure of the Chancellor

U.P. Visayas

Dr. LEONOR M. SANTOS as Vice-Chancellor for Academic Affairs, effective 1 November 2008 to serve at the pleasure of the Chancellor

Dr. JANE S. GEDUSPAN as Vice-Chancellor for Research and Extension, effective 1 November 2008 to serve at the pleasure of the Chancellor

Prof. LOUISE ANETTE B. ESCOTO as Vice-Chancellor for Administration, effective 1 November 2008 to serve at the pleasure of the Chancellor

Dr. ALICE JOAN D. FERRER as Vice-Chancellor for Planning and Development, effective 1 November 2008 to serve at the pleasure of the Chancellor

TRANSFER TO PERMANENT STATUS

U.P. Diliman

Prof. Nicolo Precioso C. Del Castillo, Assistant Professor 2 (Salary Grade 19-1), College of Architecture, effective 24 October 2008

U.P. Los Baños

Prof. Marion Lux Y. Castro, Assistant Professor 2 (Salary Grade 19-1), College of Engineering and Agro-Industrial Technology, effective 24 October 2008

Prof. Bernice Ruth P. Cerezo, Assistant Professor 1 (Salary Grade 18-1), College of Arts and Sciences effective 24 October 2008

Prof. Antonio Jesus A. Quillooy, Assistant Professor 1 (Salary Grade 18-1), College of Economics and Management, effective 24 October 2008

Prof. Richelle G. Zafra, Assistant Professor 1 (Salary Grade 18-1), College of Engineering and Agro-Industrial Technology, effective 24 October 2008

U.P. Manila

Prof. Alex J.B. Alip, Jr., Associate Professor 2 (Salary Grade 22-5) (part-time), College of Medicine, effective 24 October 2008

Prof. Richard Bryann L. Chua, Assistant Professor 1 (Salary Grade 18-1), College of Arts and Sciences, effective 24 October 2008

Prof. Jose Dante P. Dator, Associate Professor 1 (Salary Grade 22-4) (part-time), College of Medicine, effective 24 October 2008

U.P. Visayas

Prof. Jesus C. Cinco, Jr., Assistant Professor 5 (Salary Grade 21-1), U.P. Visayas Cebu College, effective 24 October 2008

Prof. Harold B. Lacaba, Assistant Professor 1 (Salary Grade 18-1), U.P. Visayas Tacloban College, effective 24 October 2008

Prof. Marie Jane J. Matero, Assistant Professor 4 (Salary Grade 20-1), U.P. Visayas Cebu College, effective 24 October 2008

Prof. Cristabel Rose F. Parcon, Assistant Professor 1 (Salary Grade 18-1), College of Arts and Sciences, effective 24 October 2008

Prof. Alice C. Prieto-Carolino, Assistant Professor 3 (Salary Grade 19-3), College of Arts and Sciences, effective 24 October 2008

EXTENSION OF SERVICE BEYOND
COMPULSORY RETIREMENT AGE OF 65

U.P. Diliman

Prof. Salvador T. Carlota as Professor 12 (Salary Grade 29-8), College of Law, effective 1 November 2008 until 31 October 2009

Prof. Rosario D. Jimenez as Associate Professor 7 (Salary Grade 25-8), School of Urban and Regional Planning, effective 4 October 2008 until 31 May 2009

Prof. Eduardo A. Labitag as Professor 9 (Salary Grade 28-8), College of Law, effective 1 November 2008 until 31 October 2009

Prof. Antonietta S. Rosel as Associate Professor 4 (Salary Grade 24-4), College of Social Sciences and Philosophy, effective 1 November 2008 until 31 October 2009

Prof. Lilian B. Ungson as Professor 1 (Salary Grade 26-4), College of Science, effective 16 October 2008 until 31 May 2009

U.P. Manila

Dr. Ramon L. Arcadio as Professor 12 (Salary Grade 29-8), College of Medicine, effective 28 July 2009 until 31 October 2011

**ORIGINAL APPOINTMENT BEYOND
COMPULSORY RETIREMENT AGE OF 65**

U.P. Diliman

Prof. Hayde B. Arandia as Senior Lecturer 3, National College of Public Administration and Governance, effective 1 October 2008 until 31 May 2009

Prof. Rosario Del Rosario as Professorial Lecturer 5, College of Social Work and Community Development, effective 1 July 2008 until 31 October 2008

**RENEWAL OF APPOINTMENT BEYOND
COMPULSORY RETIREMENT AGE OF 65***

U.P. Diliman

Prof. Paz H. Diaz as Professorial Lecturer 1, College of Mass Communication, effective 1 June 2008 until 31 May 2009

** Regent Sarmiento raised his concern on the appointment of faculty beyond the age of 70 years. The Law is clear, he said, that "Subject to the approval of the President of the Philippines, in the case of the President of the University to extend, with their consent, the tenure of faculty members of the University beyond the age of sixty-five (65), any other provision of law to the contrary notwithstanding, on recommendation of the President of the University whenever in his opinion their services are specifically needed; Provided, however, that no extension of service shall be made beyond the age of seventy."*

President Roman recalled that during the time of President Nemenzo a legal opinion was sought from the Office of the Chief Presidential Legal Counsel. This arose from the withholding of Prof. Aracelit T. Baviera's pay as contractual lecturer at the U.P. College of Law. Professor Baviera was then 80 years old and argued that the ban on the appointment of retired personnel does not apply to part-time professorial lecturers because this does not entail the issuance of a civil service appointment. Rather, a professorial lecturer is appointed on a contractual basis on a semester-to-semester or year-to-year basis. She claimed that she did not hold over in her position considering that her previous office or "item" became vacant upon her retirement. The Office of the then Chief of Presidential Legal Counsel agreed with Prof. Baviera. Since then, this has been used as basis for appointment of lecturers beyond age 70.

Vice President Te who was called in to render an opinion clarified that the proposed appointments of those beyond 70 are temporary appointments which do not require tenure. These are not regular positions, he said.

The President requested Vice President Te to study this matter further and if necessary revisit the legal opinion rendered on this matter in the past, for discussion in the next meeting of the Board of Regents.

In the meantime, the Board deferred action on the cases of faculty beyond 70 who are being recommended for appointment, except for Prof. Rogelio A. Vinluan whose appointments as Professorial Lecturer 1 at the College of Law have not been processed since 1 June 2002 to 31 May 2008 due to his failure to submit the pertinent documents. Moreover, he turned 70 only on 12 April 2007. He is being issued an appointment from 1 June 2007 to 31 May 2008 on the basis of quantum meruit.

Regent Tiongco proposed that the appointment of clinical professors beyond 70 be studied further. Maybe, he said, these clinical professors could be given honorary titles/positions.

Prof. Artemio O. Isidro as Professorial Lecturer 2, College of Human Kinetics, effective 1 June 2008 until 31 May 2009

Prof. Hans Lenhard as Visiting Professor, College of Social Sciences and Philosophy, effective 7 November 2008 until 31 October 2009

Prof. Geodicio T. Sison as Professorial Lecturer 2, School of Labor and Industrial Relations, effective 1 November 2008 until 31 October 2009

Prof. Rogelio A. Vinluan as Professorial Lecturer 1, College of Law, effective:

- 1 June 2002 until 31 May 2003
- 1 November 2003 until 31 May 2004
- 1 June 2004 until 31 May 2005
- 1 June 2005 until 31 May 2006
- 1 June 2007 until 31 May 2008

PROFESSORIAL CHAIRS ESTABLISHED

Establishment of the Dr. Jose C. Araneta U.P. Centennial Professorial Chair in Electrical & Electronics Engineering at the College of Engineering, U.P. Diliman

Donation: P120,000.00 per year

Donor: PHINMA Foundation, Inc.

Effectivity/Duration: Five (5) years

Beneficiary Unit: College of Engineering, U.P. Diliman

Fund management: U.P. Engineering Research & Development Foundation, Inc. (UPERDFI)

Board action: **APPROVAL.**

Establishment of the Dr. Natividad Feliciano-De Castro Library Fund at the College of Pharmacy, U.P. Manila

Donation: P1 Million

Donor: Natividad Feliciano-De Castro

Fund management: U.P. Manila Development Foundation, Inc.
The Fund is named after its donor, Dr. Natividad Feliciano-De Castro (BS Pharm. '38), who had faithfully served the University over the years in various capacities, including being the UPM College of Pharmacy Dean in 1980-1985.

Board action: **APPROVAL.**

Establishment of the Atty. Claudio Capulong-Amador Centennial Professorial Chair in Labor Law at the College of Law, U.P. Diliman

Donation: P1,500,000

Donor: Ms. Felie Marie Gregorio-Amador

Beneficiary Unit: College of Law, U.P. Diliman

Fund Management: U.P. Foundation, Inc. (UPFI)

Awarding Terms: The support fund's earnings shall be used; and University policies/processes shall be observed.

Atty. Claudio Capulong-Amador is an alumnus of the U.P. College of Law (LL.B. '53). He earned his MBA and Ph.D. degrees from the University of Wisconsin. His long professional career in the Philippines included being a senior officer at Nestle, DMG, Inc., Marvex, Nutritional Products, Inc., United Milk Products, Inc. and Rizalag, Inc. He was a lecturer for many years at San Beda College, De La Salle University and Adamson University.

After his 1991 retirement, Atty. Capulong-Amador relocated with his family to the U.S. and there managed Amador Investments, Inc.

Board action: **APPROVAL.**

Amendment of the Name of Professorial Chair "Eduardo F. and Dolores F. Hernandez U.P. Centennial Professorial Chair" to Dolores F. and Eduardo F. Hernandez U.P. Centennial Professorial Chair

At its 1235th meeting of the Board held on 29 August 2008, the Board approved the establishment of the Eduardo F. and Dolores F. Hernandez U.P. Centennial Professorial Chair whose \$30,000 fund support is administered by the U.P. Foundation, Inc. Among other conditions, the Chair shall be awarded (alternately between U.P. Diliman College of Law and NISMED) with the use of the fund's earnings only.

The amendment in the name of the Professorial Chair is requested by the donor, Atty. Eduardo F. Hernandez, a former member of the Board of Regents.

Board action: **APPROVAL.**

Amendment of the Donors' Names of the Professorial Chair "Dr. Florentino B. Herrera Centennial Professorial Chair" from Justice Ameurfina A. Melencio Herrera and Ma. Milagros Herrera Arroyo to "Family of the late Dr. Florentino B. Herrera, Jr.

At its 1235th meeting of the Board held on 29 August 2008, the Board approved the establishment of the Dr. Florentino B. Herrera, Jr. Centennial Professorial Chair at the School of Health Sciences (Palo, Leyte), U.P. Manila.

The Donors request to change the donors' names from Justice Ameurfina A. Melencio Herrera and Ma. Milagros Herrera Arroyo to "Family of the late Dr. Florentino B. Herrera, Jr." Two other children of Justice Ameurfina A. Melencio-Herrera, Atty. Florentino M. Herrera III, and Dr. Victoria Lourdes M. Herrera, who reside in Boston, Massachusetts, U.S.A., were unable to sign at the time they sent the donation.

Board action: **APPROVAL.**

Establishment of the Annabelle Pizzaro Brown Centennial Professorial Chair in Business Administration at the College of Business Administration, U.P. Diliman

Donation: P1,500,000.00

Donor: Mr. Walter Brown

Beneficiary Unit: College of Business Administration U.P. Diliman

Fund management: U.P. Business Research Foundation, Inc.

Board action: **APPROVAL.**

GRADUATION OF STUDENTS

Graduation Ad Referendum of Mr. Larry G. Hular and Mr. Revee Lein M. Orozco for the degree of Bachelor of Science in Civil Engineering

By virtue of the authority granted her by the Board of Regents at its 1048th meeting held on 26 March 1992, the President approved on 23 October 2008 the graduation ad referendum of Mr. Larry G. Hular and Mr. Revee Lein M. Orozco for the degree of Bachelor of Science in Civil Engineering, U.P. Diliman as of the end of Summer, 2007-2008.

The University Registrar certifies that they have complied with all the requirements for their degrees as of the end of Summer 2007-2008.

Their graduation has been recommended by the faculty of the College of Engineering and by the University Council of U.P. Diliman, ad referendum.

This request is made because they have to submit their applications for the Engineering Board Examination on or before the November 3, 2008 deadline set by the Professional Regulatory Commission.

Board action: **CONFIRMATION.**

AGREEMENTS/CONTRACTS

The Board CONFIRMED the following:

AGREEMENTS

Note: These agreements have gone through the standard University processes from the Constituent Universities (CUs) concerned and the University System. In cases where there were irregularities 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

Marketing Agreement between the University of the Philippines System and the PT Integrated Plantations Management (PT-IPM), Republic of Indonesia

Project: Distribution and Promotion of BIO-N as an effective biological fertilizer for rice, corn, sugarcane, banana and vegetable crops

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

Particulars:

UPLB through BIOTECH shall:

- a. Produce BIO-N biofertilizers to be supplied to PT-IPM at the pick-up price of P100.00 pesos per pack of 200 grams and volume discount of at least 10% to cover the expected loss due to transfer and transportation stress;
- b. Supply PT-IPM with electronic copies of the product literature for reproduction;
- c. Deliver the BIO-N products ordered to the forwarder assigned by PT-IPM; and
- d. Work closely with PT-IPM in mapping out strategies to meet the future requirements in the area.

PT-IPM shall:

- a. Procure every month from BIOTECH at least 10,000 packs of BIO-N in accordance with the price stated in Section 1.A.a and subject to 10% increase every year;
- b. Shoulder the export and import licenses and shipping cost of the products ordered from Manila to Indonesia;
- c. Shoulder the expenses for taxes, licenses, fees, clearances and other similar expenses in relation to the marketing and distribution of BIO-N in Indonesia;
- d. Deposit 50% of the total billed amount to the bank account of UPLB at least 15 days before the scheduled delivery by UPLB to the forwarder appointed by PT-IPM;
- e. Not produce nor develop any competing products similar to BIO-N within the next five (5) years after the termination of the agreement;
- f. Have no right to make modifications or improvements on the BIO-N products without the prior approval of UPLB; and
- g. Shoulder the expenses for the patent registration in Indonesia which shall be owned by UPLB.

Effectivity: Effective upon signing of the contract by both parties and shall continue to be in force and effect for a period of two (2) years from 1 September 2008 to 31 August 2010

Date notarized: 30 September 2008

Licensing Agreement between the University of the Philippines System (UP) and the Green Asia Agri-Ventures (Green Asia)

Project: Licensing Agreement on Mass Production of BIO-N microbial fertilizer

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

Particulars:

Definitions:

For purposes of this Agreement, the following terms shall have the following meaning:

- **Confidential Information** means any proprietary information or material belonging to UP, which is not generally known or available to others except to persons whom UP has granted licenses, directly or indirectly placed by UP in the possession of Green Asia, including without limitation, technical

information or knowledge, manuals and other similar documents, procedures, processes, methods, techniques, charts, specifications, data on results/outputs or other information relating to the production and marketing of BIO-N.

- **Gross Sales** means the total amount of all sales or dispositions based on gross selling price of BIO-N for rice and corn produced through the use of the Licensed Technology during the terms of this Agreement, without deduction of any cost or expenses incurred by Green Asia in the production, sale or shipment of the products sold. If Green Asia sells any BIO-N to any person or entity affiliated with it or in any way directly or indirectly related to it, at a price less than the price regularly charged to customers, the royalties payable to UP shall be computed on the basis of the price regularly charged to distributors' ex-factory pick up from the plant.
- **Licensed Technology** means the technology developed by Dr. Mercedes U. Garcia in the production of BIO-N microbial fertilizer with patent application number 1-2000-0081 applied on 13 January 2000 at the Intellectual Property Office, Bureau of Patents.
- **Territory** means the province of Leyte and other provinces in Region VIII except the mixing plants supported by the Department of Agriculture.

Grant of License

U.P. grants to Green Asia a non-exclusive license to use the Licensed Technology within the Territory for a period of five (5) years from the effective date of the Agreement to produce, use and sell BIO-N for rice and corn for field testing and/or commercial purposes.

Licensee Fee, Royalty and Obligations of Green Asia

Green Asia shall pay U.P. the following fees:

- License Fee of PhP100,000.00 which shall be paid in the following manner:
 - PhP30,000.00 upon execution of the Agreement;
 - PhP30,000.00 upon inception of the training; and
 - PhP40,000.00 upon commencement of production at the plant site of Green Asia.
- Royalty payable on a quarterly basis at the rate of 2% of gross sales during the first two years of operation and 3% during the succeeding years to be shared between UP and the inventor of the Licensed Technology in accordance with the Governing Principles and Policies on Intellectual Property Rights of the UP System.

Withholding taxes, if any, on royalties payable under the Agreement shall be for the account of UP.

License Fee, royalty or any amount due under the Agreement not paid when due shall accrue interest at the rate of 12% per annum and shall be considered default under the Agreement.

All payments due to UP under the Agreement shall be remitted directly to the UPLB Cashier's Office.

Green Asia further agrees and covenants to:

- a. Establish, within six (6) months from the date of the Agreement, a manufacturing plant in Davao City for the production of BIO-N for rice and corn using the Licensed Technology according to the design and specification provided by BIOTECH in the amount of not less than PhP300,000.00;
- b. Purchase at least one thousand (1,000) packs of concentrates and produce a minimum volume of 20,000 packs of BIO-N inoculants per year;

- c. Should the travelling expenses, board and lodging and per diems according to government standards and provide insurance for out-of-station travel by any UPLB personnel if such travels are related to monitoring and/or provision of technical assistance;
- d. Submit quarterly reports of production and sales to UPLB for monitoring purposes;
- e. Furnish the UPLB Central Administration, within sixty (60) days after the end of each calendar quarter during the term of the Agreement, a copy of quarterly and annual sales reports indicating (1) production volume; and (b) volume and value of sales, subject to verification by UPLB representatives. UPLB shall ensure confidentiality of production and sales information submitted by Green Asia; and
- f. Keep true, accurate and adequate books of accounts and other records in sufficient detail to enable the determination of royalties due to UP, and shall permit UP and/or Commission on Audit representatives to examine any and all such records, papers and documents during regular business hours for the purpose of determining amounts due to UP.

Support to Green Asia

UP shall provide support to Green Asia in the following manner:

- a. Upon establishment of the manufacturing plant referred to in Sec. 3.2 (A), supply BIO-N concentrates to Green Asia based on the volume of raw materials to be processed per month and pick-up price of PhP150.00 per pack of 200 grams under the supervision of Dr. Mercedes U. Garcia, subject to 5% increase in price every two (2) years;
- b. Provide Green Asia with technical assistance during the initial six (6) months of production and marketing of BIO-N including:
 - *Laboratory visits:* BIOTECH shall train the technical and sales personnel of Green Asia at the facilities of BIOTECH;
 - *Direct assistance:* BIOTECH shall render direct assistance to Green Asia during the first six (6) months of operation with respect to problems relating to marketing and use of the product;
 - *Consultation:* The authorized representative of Green Asia may contact BIOTECH by telefax, telephone, e-mail or other forms of communication from 8:00 a.m. to 5:00 p.m. during official working days; and
 - *Availability:* Green Asia shall have direct access to the personnel and facilities of BIOTECH after making reasonable requests for assistance, subject to payment of honorarium and other remuneration for services rendered by UPLB personnel, rental for the use of UPLB facilities, and other related costs and expenses which shall be remitted directly to the UPLB Cashier's Office.
- c. Monitor the quality and quantity of the products distributed.

Effectivity: Effective upon approval by the Board of Regents, and shall remain in effect for a period of five (5) years, but not later than 31 January 2012, unless earlier terminated upon mutual consent of both parties

Date signed: 3 October 2008

U.P. Diliman

Academic Exchange and Cooperation Agreement between the University of the Philippines Diliman and the Università Di Ferrara, Italy

Project: Academic Exchange and Cooperation

Implementing Unit: Archaeological Studies Program (ASP)
U.P. Diliman

Particulars:

- a. The parties shall promote the following programs subject to their respective legal, financial and administrative capabilities:
 - A collaborative development of their two year Master program regarding teaching in Prehistoric Archaeology;
 - Exchange of teaching and research staff;
 - Joint research and fieldwork between ASP and Università di Ferrara, faculty and staff;
 - Joint coursework, research and fieldwork between ASP and Dipartimento di Biologia ed Evoluzione students;
 - Joint Ph.D. Thesis supervision;
 - Exchange of information and publications of mutual interests;
 - Organization of common seminars, workshops, conferences and exhibitions; and
 - Efforts to incorporate other constituent departments/units of the parties in the Agreement.
- b. Specific exchange and joint programs shall be negotiated and agreed upon in writing by the parties.
- c. All student exchange programs shall be subjected to the following guidelines:
 - The parties shall jointly select and evaluate the prospective students from Asian and European countries for the collaborative degree program;
 - The Master degree programs will include the special mention of the list of curricular modules jointly awarded or acknowledged by both institutions, which will therefore progress, during implementation of the memorandum, towards the development of a joint degree; and
 - For students undertaking selected coursework only, the degree shall be awarded by their mother institution.
- d. All faculty exchange programs shall be subject to further negotiations between parties.

Effectivity: Effective for a period of five (5) years commencing upon signing of the Agreement by the parties

Date notarized: 19 September 2008

Academic Exchange and Cooperation Agreement between the University of the Philippines Diliman and the Museum D' Histoire, Paris, France

Project: Academic Exchange and Cooperation

Implementing Unit: Archaeological Studies Program (ASP)
U.P. Diliman

Particulars:

- a. The parties shall promote the following programs subject to their respective legal, financial and administrative capabilities:
 - A collaborative development of their two year Master program regarding teaching in Prehistoric Archaeology;
 - Exchange of teaching and research staff;
 - Joint research and fieldwork between ASP and Departamente de Prehistoire faculty and staff;
 - Joint coursework, research and fieldwork between ASP and Departamente de Prehistoire students;
 - Joint Ph.D. Thesis supervision;
 - Exchange of information and publications of mutual interest;
 - Organization of common seminars, workshops, conferences and exhibitions; and
 - Efforts to incorporate other constituent departments/units of the parties in the Agreement.
- b. Specific exchange and joint programs shall be negotiated and agreed upon in writing by the parties.
- c. All students exchange programs shall be subjected to the following guidelines:
 - The parties shall jointly select and evaluate the prospective students from Asian and European countries for the collaborative degree program;
 - The Master degree programs will include the special mention of the list of curricular modules jointly awarded or acknowledged by both institutions, which will therefore progress, during implementation of the memorandum, towards the development of a joint degree; and
 - For students undertaking selected coursework only, the degree shall be awarded by their mother institution.
- d. All faculty exchange programs shall be subject to further negotiations between parties.

Effectivity: Effective for a period of five (5) years commencing upon signing of the Agreement by the parties

Date notarized: 17 September 2008

Memorandum of Agreement on Academic Exchange between the University of the Philippines, the National University pursuant to R.A. 9500, through its constituent university in Diliman and the Kumamoto University, Japan

Project: Academic Exchange (Second Renewal)

Particulars:

- a. Both parties agree to establish and implement an academic exchange in various areas of education and research;
- b. Both parties will, in accordance with mutually agreed terms and conditions, exert efforts to exchange professors, researchers and students as well as research materials and publications;
- c. Both parties will undertake activities to promote this friendship exchange but will respect the independence of opinion and ideas for their mutual benefits. Specific details of the implementation of the activities in the foregoing sections shall be negotiated and mutually agreed upon by both institutions; and
- d. Intellectual Property Rights arising from collaborative efforts under the Agreement shall be respected by the parties. Detailed arrangement on these rights will be agreed upon by the parties according to their respective policies and rules.

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

Date signed: 19 September 2008

Memorandum of Understanding between the University of the Philippines, the National University pursuant to R.A. 9500, through its constituent university in Diliman and the Kyushu Institute of Technology (KIT), Japan

Project: Academic Exchange and Cooperation

Implementing Unit: College of Engineering, U.P. Diliman

Particulars:

- a. To encourage exchanges and visits in the following categories: undergraduate and graduate students, non-teaching and post-graduate fellows, and junior and senior faculty members;
- b. To exchange information and materials in the engineering fields which are of interest to both universities;
- c. To facilitate negotiations and arrangements made by individuals or faculty members in the accomplishment of the above exchanges;
- d. To organize joint conferences and academic programs; and
- e. To arrange joint research activities and publications.

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

Date notarized: 26 September 2008

Research Agreement between the University of the Philippines (Sponsor) and the University of Utah (University)

Project: Research Program

Amount of Contract: \$45,000.00

Particulars:

- a. Sponsor wishes to have certain research services performed in accordance with the scope of work outlined in the Agreement pursuant to the Memorandum of Agreement entered into by Sponsor with the Philippine Council for Health Research and Development of the Department of Science and Technology;
- b. University agrees to perform for Sponsor certain research described in the Scope of Work; and
- c. Sponsor shall pay to University a total of US\$45,000.00 for the performance of the research under the Agreement.

Effectivity: 14 July 2008 until 13 July 2009

Date signed: 15 July 2008

Memorandum of Understanding on Cooperation on IP Education, Training, and Research between the University of the Philippines Diliman (UP Diliman) and the Intellectual Property Office of the Philippines (IP Philippines)

Project: Cooperation on IP Education, Training and Research

Implementing Unit: Office of the Vice-Chancellor for Research and Development (OVCRD), U.P. Diliman

Particulars:

- a. The parties shall establish a program on IP Education, Training, and Research;
- b. The parties shall develop at least one (1) project within the period of one (1) year of the signing of the agreement, and each project shall be covered by a separate Memorandum of Agreement;
- c. The parties agree to work together to develop appropriate course modules and course materials for members of the academe and/or for patent examiners, as appropriate to the project being undertaken;
- d. The parties agree to initiate a collaborative research project on IP on a topic that is consistent with the functions, mandates, and agenda of each party; and
- e. Projects shall be planned and implemented in harmony with each party's own functions, objectives, expertise, and calendar.

Effectivity: Effective upon signing of both parties

Date signed: 11 September 2008

Memorandum of Agreement among the University of the Philippines Diliman (University), Pacific Paint (Boysen) Philippines, Inc. (Company), and the Metrobank Foundation, Inc. (Foundation)

Program: College Scholarship Grant for five (5) incoming second year Architecture students of the University for the School Year 2008-2009

Scholarship Grant: 100% coverage of tuition and school-mandated Miscellaneous Fees and monthly allowance of P2,000.00 for each of the scholars, for a period of ten (10) months per school year

Implementing Unit: College of Architecture, U.P. Diliman

Particulars:

- a. The Tuition and Miscellaneous Fees for summer enrolment may be covered, provided that (1) the subject/s is/are required as indicated in the student's course checklist and (2) the University's Dean of the College of Architecture endorses such requests for reimbursement of summer fees. Students enrolling during summer are not entitled to allowances.
- b. The scholarship grants will be renewed every year for a period of four (4) years, subject to the terms and conditions provided.
- c. The University, through its College of Architecture, shall administer the Program in accordance with the guidelines set forth in the Agreement.
- d. The Foundation shall entrust the responsibility of screening the applicants for the scholarship to the University based on the criteria provided. Upon completion of the screening process, the University shall submit to the Foundation before the scheduled interviews the accomplished application forms and other credentials of ten (10) applicants whom it believes have met the selection criteria. The Foundation and the Company shall conduct the tests and interviews for the final selection of scholars.

Date notarized: 29 July 2008

Memorandum of Agreement between the University of the Philippines Diliman (UP) and the Integrated Microelectronics, Inc. (IMI)

Project: Wireless Sensor Networks Research Program

Amount of the Project: The research grant provided by IMI to UP will consist of Zigbee modules and devices, including the initial training on the use of these devices. The value of this in-kind donation is about US\$15,000.00

Implementing Unit: College of Engineering, U.P. Diliman

Particulars:

- a. UP agrees to conduct the research program in consultation with an IMI Program Manager. The IMI Program Manager and Researchers may select other UP and IMI employees to participate in the research (including, but not limited to engineers, technicians, undergraduate and graduate students, post-doctoral fellows, or faculty members), provided that such individuals are made aware of and have agreed to be bound by the terms of the Agreement;
- b. IMI acknowledges that UP may engage in other research within the field of research funded by public or private sources and conducted separately, and IMI shall have no rights to such other research or resulting intellectual property, provided that no IMI Intellectual Property or Confidential Information was relied upon; and
- c. Based on the research program, UP researchers shall submit at least two white papers and/or application notes per semester during the duration of the Agreement. These white papers and application notes shall be copyrighted to the author/s and their affiliation/s, whether UP, IMI or jointly. These papers should acknowledge IMI and mention its wireless platforms. The paper may be freely distributed by either Party and will be made available at the IMI website and shall be freely downloadable.

Effectivity: Effective upon signing and shall continue in effect for a period of 3 years

Date notarized: 15 September 2008

Memorandum of Understanding between the University of the Philippines (U.P. Diliman) and the Webcast Technologies, Inc. (WTI)

Project: Education and Training Collaborative Agreement

Implementing Unit: Department of Electrical and Electronics Engineering, College of Engineering, U.P. Diliman

Particulars:

- a. UP-EEE and WTI agree to cooperate and collaborate by engaging in activities/projects in the fields such as, but not limited to:
 - Global Positioning Systems (GPS)
 - Global System for Mobile Communications (GSM)
 - Microelectronics

- Geographical Information System (GIS) for location-based services, telemetry and asset management
- b. The parties shall identify specific activities/projects that they may decide to undertake collaboratively within the effectivity period of the Agreement. Each activity/project shall be subject to and covered by a separate and specific agreement and program of cooperation prior to the implementation, containing, among other matters, financing for such project, intellectual property ownership and rights and confidentiality obligations, which shall form part of the Agreement. Such activities/projects may include programs where WTI Hardware/Software Developers and UP-EEE staff members and students can collaborate on investigative projects for competency buildup. WTI may provide training, equipment and modules for the use and study by UP-EEE; and UP-EEE may provide laboratory research, analysis and data based on the equipment and modules provided by WTI.
- c. UP-EEE may refuse to perform any collaborative work requested if the performance of such work will cause UP or UP-EEE to violate any agreements it may have with third party.

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

Date notarized: 15 September 2008

Memorandum of Agreement among the University of the Philippines Diliman – Electrical and Electronics Engineering Department (UPD-EEE), Department of Science and Technology (DOST), and the Philippine Council for Advanced Science and Technology Research and Development (PCASTRD)

Program: Chip Design Program of Engineering Research and Development Technologies (ERDT) Semiconductor and Electronics Tract

- Project 1.* RF CMOS Design - to design, implement and characterize the different RF building blocks of a 5-GHz and 10-GHz Zero IF transceiver architecture for WiMax employing a 90-nm CMOS process
- Project 2.* Analog and Mixed Signal Integrated Circuit Design - to design, implement and characterize the different analog and mixed-signal circuits employing a 90-nm CMOS process
- Project 3.* Low Power RISC Design - to design, implement, optimize and characterize low power RISC microprocessors using 90-nm CMOS process

Implementing Unit: Department of Electrical and Electronics Engineering, College of Engineering
U.P. Diliman

Amount of the Project: P23,822,764.00

Particulars:

- a. The Program shall be undertaken by UPD-EEE in accordance with the approved program proposal and shall be monitored by PCASTRD. The proponent shall acknowledge DOST and PCASTRD's support on its facility and shall submit to DOST, through PCASTRD, semi-annual accomplishment

reports and an audited financial report within three (3) months after the completion of the program, together with an annual technical report; and

- b. The DOST support for the Program for its Y1 grant shall be a financial grant of P23,822,764.00 to be expended as allocated in the approved Project Line-Item Budget. The Revised Guidelines Governing the Grants-in-Aid Program of DOST shall govern the implementation of the program.

Effectivity: The Program shall be completed within a period of three (3) years, with this initial Y1 grant covering the period of July 1, 2008 to June 30, 2009

Date notarized: 21 August 2008

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

Project: AUN/Seed-Net Project on Research Program for Alumni members (Project Reference No. UP RA0801)

Implementing Unit: College of Engineering, U.P. Diliman

Amount of the Project: USD2,000.00

Particulars:

- a. UP shall be responsible for implementing the project with due diligence and efficiency, in accordance with the project Summary and Budget approved by JICA, and with any supplementary arrangement which may be agreed between the parties;
- b. UP shall not directly or indirectly sell, assign or otherwise dispose of the contract to any third party unless otherwise agreed upon by JICA Project for AUN/Seed-Net;
- c. UP shall do its utmost to ensure that the project is implemented from July 15, 2008 to February 15, 2009 and within the agreed budget to achieve its objectives;
- d. 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; and
- e. JICA Project for AUN/SEED-Net shall disburse the fund to UP according to the following:
 - The approved budget of USD2,000.00 shall be divided into 2 disbursements. The 1st disbursement includes budget for 80% of the total budget. The rest of the budget (20%) shall be paid in November 2008.

Effectivity: 15 July 2008 to 15 February 2009

Date signed: 15 July 2008

Memorandum of Understanding between the University of the Philippines and the Create Responsive Infants By Sharing Foundation (CRIBS)

Project: Amorsolo Retrospective Exhibition

Implementing Unit: Jorge B. Vargas Museum and Filipiniana Research Center, U.P. Diliman

Amount of the Project: P400,000.00

Particulars:*Responsibilities of the Museum:*

- a. The Museum shall exhibit Amorsolo works and works of his contemporaries from the Museum's collection spanning the period of the Second World War (1941-1945) until immediate postwar years (1946-1947). The Museum's exhibition for the Amorsolo Retrospective is to be titled "Amorsolo, His Contemporaries and Pictures of the War: Capturing Anxieties," and will be exhibited at the UP Museum's Kawilihan Gallery. Inclusive dates of exhibition are from 18 September to 16 November 2008; and
- b. The Museum's participation in the exhibit is contingent on the release of funds amounting to P400,000.00 in June 2008 as its working budget for this special project. Said funds will be used by the Museum solely for gallery refurbishment, promotional materials, supplies, honoraria for researchers and consultants, educational kits, and other operational/administrative expenses.

Responsibilities of CRIBS:

- a. CRIBS shall raise the necessary resources, financial or otherwise, for the holding of the exhibit. The Museum, however, is not obliged to raise funds except for its participation in the project; and
- b. CRIBS also respects the prerogative of the Museum to exclusively control and direct its exhibit and other aspects pertaining thereto.

Effectivity: 18 September to 16 November 2008

Date notarized: 4 September 2008

Memorandum of Agreement between the University of the Philippines, the National University pursuant to R.A. 9500, through its constituent university in Diliman and the Vargas Museum Circle of Friends, Inc. (VMCF)

Project: Support for the Museum's activities

Implementing Unit: Jorge B. Vargas Museum and Filipiniana Research Center (Museum), U.P. Diliman

Particulars:

- a. The VMCF shall endeavor to raise funds and pool resources specifically for the purpose of supporting the various activities of the Museum. Said funds and resources shall be devoted to the different schemes, as defined in the MOA, and as may further be mutually determined by the two parties in the future;
- b. The VMCF shall help in the development of the Museum's financial viability in different ways, as defined in the MOA;
- c. For purposes of convenience and maintaining good communication between the parties, the Museum shall provide a modest space to the VMCF, subject to the University's approval as required by existing policy; and provided that said space is utilized specifically for the interest of the Museum;
- d. The Museum shall also provide other concessions to the VMCF by way of advanced preview of exhibitions, and other appropriate benefits that do not run contrary to the context of the Agreement and under law and under University policies;
- e. The Museum shall provide to the VMCF a copy of the financial report on the use of moneys granted by the latter to the former; and
- f. The Museum and the VMCF agree to amend the agreement should the Museum be advised accordingly by the University Administration.

Date notarized: 24 September 2008

Loan Agreement between the University of the Philippines (Lender) and the Ayala Museum (Borrower)

Project: Loan Agreement (The Lender shall loan to the Borrower the artwork collections of the UPVM to be exhibited at the Ayala Museum).

Implementing Unit: Jorge B. Vargas Museum and Filipiniana Research Center (UPVM), U.P. Diliman

Particulars:

- a. The Borrower is responsible for any loss and/or damage to the artwork/s borrowed which is due to the act/s, omission/s or negligence of the Borrower, its employees or agents, whilst the objects are in their possession. This responsibility commences upon packing of the artwork/s by the agents of the Borrower, and ends when the object has been declared by the Lender as received in the condition it was lent, after being inspected by the Lender's agents together with the Borrower's agents;
- b. The Borrower is in agreement with the Creative Responsive Infants By Sharing Foundation (CRIBS), a non-stock, non-profit corporation duly organized under the laws of the Republic of the Philippines, represented by Ms. Evelyn Lim-Forbes, Executive Director of the Amorsolo Retrospective Exhibition (ARE) and duly authorized by CRIBS; that CRIBS is responsible for providing the insurance coverage of artworks borrowed by the Borrower. The insurance coverage covers legal liability for loss and/or damage caused to the artwork/s while these are in the care, custody, and control of the Borrower, as well as during its transit to/from the lender's site to the agreed place of exhibition;

The Borrower shall also insure liability to the change in appraised market value of the artwork/s restoration, in case the artwork/s suffers/suffer damage while under the Borrower's care;
- c. CRIBS, through the Borrower, will provide the Lender with a certificate of insurance showing that the Borrower's property insurance coverage has been extended as needed to cover this legal liability;
- d. Prior to the transit of the object, the Lender shall provide the Borrower a written report of the condition of the objects prepared by the collections manager. The condition check for the objects will be made together with the courier who will accompany the objects during transit and installation at the site for exhibition;
- e. The Borrower shall comply with the necessary environmental and lighting controls, and such other special requirements, if any, that the lending institution deems necessary for the objects;
- f. The Borrower should place adequate measures to protect the work from damage, loss or theft during the display of the work, as well as conditions that protect the objects from mishandling, deterioration and other environmental danger;
- g. The Borrower cannot, except under circumstances that place the objects under potential harm or damage, remove or allow the removal of artwork/s from the agreed location without first obtaining permission from the Lender; and
- h. The Borrower agrees:
 - To comply with the guidelines established by the Lender, in the agreement, as well as for the care and maintenance of the objects while it is in the care, custody and/or control of the Borrower;
 - To immediately advise the Lender in the event of damage, loss or theft;

- That should damage, loss or theft occur during transit, or if the Borrower cannot determine whether such damage, loss or theft occurred during transit, then the Borrower shall be saved until both parties have had an opportunity to inspect them;
- Not to clean, alter or repair object/s without any prior written consent of the Lender;
- That should the Borrower deem the object unfit for show, despite the condition check and permit to show the object/s, the Lender shall be notified immediately of the decision and the Borrower shall take reasonable steps to return the artwork/s within seven (7) days;
- The return of the object/s within seven (7) days from the last day of exhibit without need of written demand follows the same procedure and standards under the Agreement; and
- The object/s can neither be the subject of lease nor sublease to a third person.

Effectivity/Duration: 23 October 2008 to 8 March 2009

Date notarized: 30 September 2008

Memorandum of Agreement between the University of the Philippines (Grantee) and the National Commission for Culture and the Arts (NCCA)

Project: Pagbuo ng Glosaring Dihital

Implementing Unit: Sentro ng Wikang Filipino, U.P. Diliman

Amount: P500,000.00

Particulars:

- a. The NCCA shall appropriate the sum of P500,000.00 as financial assistance to the Grantee to be released in four (4) tranches subject to the issuance of Notice of Cash Allocation from the Department of Budget and Management
- b. *The Grantee shall:*
 1. submit Official Receipt or its equivalent for each tranche received from the NCCA;
 2. utilize the grant only for the project, "Pagbuo ng Glosaring Dihital" in accordance with the approved Line Item Budget;
 3. keep an accounting of the Grant in accordance with generally accepted government accounting and auditing rules and regulations and which all records shall be made available for inspection by an NCCA staff or COA Auditor;
 4. withhold all applicable taxes and remit them to the Bureau of Internal Revenue;
 5. implement the Project according to the particularities in the Agreement according to NCCA guidelines on Project Implementation;
 6. act as lead implementer of the Project and shall be directly responsible for the disbursement of grant according to approved particularities and hiring of project personnel whose contract shall not exceed the duration of the Project; and
 7. authorize the NCCA to include, partially or entirely the project output of the activity in the NCCA database and website and for use in the NCCA reports or other collateral materials as the NCCA deems necessary for the promotion

of culture and arts in the country. The NCCA agrees to acknowledge the source and authorship of the materials used.

Effectivity: 11 July 2008 and shall continue to be in force until 30 September 2009

Date notarized: 19 September 2008

Memorandum of Agreement between the University of the Philippines Diliman, through the School of Labor and Industrial Relations (UP-SOLAIR) and the Center for Labor Education Advocacy, Research and Development (CLEARED)

Project: Collaborative projects in research, publication and training

Implementing Unit: School of Labor and Industrial Relations (SOLAIR), U.P. Diliman

Amount: P500,000.00

Particulars:

- a. The University and CLEARED shall each other establish relationships with local and foreign institutions which may be tapped for joint collaborative projects and specific financial grants;
- b. The University through, among others, the Graduate Studies Program (GSP), Center for Industry Productivity and Competitiveness (CIPC), Center for Labor and Grassroots Initiatives (CLGI), and Center for Labor Justice (CLJ) of UP SOLAIR and CLEARED shall jointly undertake projects, involving research, publication and training;
- c. CLEARED shall provide to UP SOLAIR projects assistance, which may include, but not be limited to the following:
 - Initiating, organizing, raising funds, sponsoring and providing funding assistance for basic and applied research studies, seminars, training programs, publications, conference and symposia on topics related to workers' education, industrial relations, employment relations, disputes settlement, labor and grassroots initiatives, workers productivity, labor justice, and research studies;
 - Providing funds to publish, distribute, and disseminate, after review and editing, the processed research reports through books, brochures, papers, proceedings, and the UP SOLAIR website;
 - Supporting the acquisition of necessary office equipment, supplies, transportation, communication and other utilities to support research, publication and training activities;
 - Sponsoring and providing assistance, subject to availability of funds and sponsorships, to make possible the attendance of UP SOLAIR faculty, staff, alumni and students in international conference and symposia, for the presentation of research reports and papers; and
 - Providing funding support for the development of health and general well-being of UP SOLAIR faculty and staff.
- d. The University shall, subject to University rules and regulations, lease to CLEARED premises suitable for its office.

Effectivity: Effective upon approval and shall remain in force for a period of three (3) years

Date signed: 16 July 2008

Amendatory Agreement between the University of the Philippines (University) and the Posco TJ Park Foundation

Particulars:

The Posco TJ Park Foundation and UP Diliman have agreed to institute modification to Article 3.1.8 in the original Agreement which will reduce the number of recipients of fellowship grants from 25 to 20.

Effectivity: 1st Semester of AY 2008-2009

Date signed: 16 July 2008

Memorandum of Agreement between the University of the Philippines (U.P.) and the Bases Conversion and Development Authority (BCDA)

Project: Validation Study of the Traffic Volume Projections for the Subic-Clark-Tarlac Expressway (SCTEX)

Implementing Unit: National Center for Transportation Studies (NCTS), U.P. Diliman

Amount of Project: PhP890,000.00

Particulars:

Obligations of UP Diliman, through NCTS:

- a. Review existing transportation and traffic studies on the SCTEX;
- b. Conduct data collection including classified traffic volume counts for roads in the project environs and coordination with pertinent agencies and officials;
- c. Develop a traffic demand forecasting model for SCTEX;
- d. Estimate traffic volume along the different sections of the facility over a period to be specified by the BCDA;
- e. Compare and validate traffic volume projections with those of past studies;
- f. Provide additional information as may be required by the BCDA during its review;
- g. Coordinate with and conduct orientation for BCDA technical officers and staff who will be involved in the implementation of the project; and
- h. Submit to BCDA (a) Progress Report, (b) Draft/Final Report, (c) Final Report, (d) Revision/additional information as may be reasonably required by the BCDA during its review, and (e) Documentation.

Obligations of BCDA:

- a. BCDA shall make available to UP Diliman, through the NCTS, the information as may be deemed critical inputs to the Validation Study of the Traffic Volume Projections for the SCTEX; and
- b. Allocate necessary funds necessary to carry out all the provisions of the Agreement. BCDA shall pay UP Diliman for the services it shall render based on the terms they have mutually agreed upon.

Effectivity: Shall take effect immediately after the signing of the parties

Date notarized: 29 September 2008

U.P. Mindanao

Memorandum of Agreement between the University of the Philippines Mindanao (ZRC) and the Commission on Higher Education (CHED)

Project: Establishment of U.P. Mindanao as the CHED Zonal Research Center in Region XI

Particulars:

The Commission on Higher Education shall:

- a. Provide funding support for the formulation and implementation of the Zonal Research Program (ZRP) and other activities/projects of the ZRC in accordance with the Guidelines for the Operation of the ZRC and its amendment;
- b. Review, evaluate and approve the research proposals upon recommendation by the ZRC for CHED Grants-in-Aid (GIA) prior to the awarding of the research grants;
- c. Regularly evaluate and monitor the programs, projects and activities of the ZRC based on the approved ZRP and Work and Financial Plans (WFPs); and
- d. Assist the ZRC in enhancing/developing the research environment in the academic community.

The ZRC shall:

- a. Monitor research capacity and productivity of HEIs in the zone based on identified indicators;
- b. Formulate and implement a Zonal Research Program (ZRP) in accordance with the Revised Implementing Guidelines for the Operation of the Zonal Research Center;
- c. Evaluate, recommend/support research output dissemination activities relevant to the thrust of the zone;
- d. Submit to CHED regular and periodic reports; and
- e. Perform such other tasks as may be assigned.

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

Date signed: 16 July 2008

OTHER MATTERS

Appointing Power for Sectoral Regents under Republic Act 9500

This is in response to the query of the President as to the appointing power for the Sectoral Regents (Faculty, Student and Staff) under RA 9500. Reference is made to Sec. 12, which provides:

SEC. 12. The Board of Regents. -

- - -

- (f) One Faculty Regent representing all teaching personnel, chosen in accordance with the rules and qualification set by the constituent university councils to serve for a term of two (2) years;
- (g) One Student Regent, to serve for a term of one (1) year, chosen by the students from their ranks in accordance with rules and qualifications approved in a referendum by the students;
- (h) One Staff Regent, representing the full-time permanent research, extension, and professional staff (REPS) and administrative personnel and chosen by them from their ranks in accordance with the rules and qualifications set by their duly recognized organizations, to serve for a term of two (2) years; and

- (i) Three other Regents who have distinguished themselves in their professions or fields of specialization, to be appointed by the President of the Philippines, considering the recommendation of the Board. At least two (2) of these Regents should be alumni. All these Regents shall each serve for a term of two (2) years; Provided, That the Regents holding office as members of the Board at the time of the effectivity of this Act shall continue to serve until the expiration of their appointments as provided in Executive Order No. 204-A, issued by the President of the Philippines on July 15, 1987.

In answer to the President's query, it is the opinion of the Office of the Vice President for Legal Affairs that the President of the Philippines is not the appointing power for the Sectoral Regents and he has no participation in the choice, selection and appointment; the power belongs to the Board of Regents and it is the power to confirm the choice and selection made by the respective sectors of their regent.

It is evident from Sec. 12(i) that the Regents at large are to be appointed by the President of the Philippines because it expressly says so. The same cannot be said, however, of Section 12(f), (g) and (h) providing for the selection and appointment of a Faculty, Student and Student Regent, respectively, in that the choice is intended to be both an internal and a democratic one.

Section 12 (f) provides that the Faculty Regent shall be chosen according to the rules and qualifications chosen by the constituent University Councils; section 12(g) provides that the Student Regent shall be chosen according to rules and qualifications approved in a referendum by the students, while section 12(h) provides that the Staff Regent shall also be chosen from "their ranks in accordance with the rules and qualifications set by their duly recognized organizations."

Quite clearly, the sectors are not simply recommending but expressing a choice and making a selection. Thus, there is no power of appointment to be exercised by the President of the Philippines, unlike in section 12(i), but simply the power of confirmation of the choice and selection, where such power to confirm lies not with the President of the Philippines but with the Board of Regents.

The intent to guarantee and respect the internal and democratic choice of sectoral regents by the concerned constituencies is best protected and enhanced by interpreting section 12 as giving the concerned constituencies the power to select their Regent and the Board of Regents the power to confirm the selection. Reading section 12(f), (g) and (h) as allowing the President of the Philippines to appoint the Sectoral Regents effectively renders the choice made by each concerned constituency as recommendatory only; this would not be consistent with the tenor, text and spirit of section 12 (f), (g) and (h) which guarantees and encourages a fully democratic manner of selection of the Sectoral Regents.

Board action: APPROVAL.

Request of U.P. Los Baños for authority to purchase one (1) unit motorcycle amounting to P70,000 for the use of the Office of the Chancellor for various office errands

The Office of the Chancellor has numerous daily tasks that require the service of a motorcycle, such as transporting documents within the campus and emergency purchases outside the campus.

The Department of Budget and Management (DBM) requires the Board of Regents' approval for the said purchase.

Board action: APPROVAL.

Request of the President for authority to charge rebooking fees against UP funds for a sponsored trip

The President is requesting permission to charge rebooking fees estimated at P17,000.00 against the UP International Linkages Fund for her forthcoming trip to Berlin, Germany, to attend the First ASEM Conference: Asia-Europe Higher Education Leadership Dialogue. As earlier approved, the President was supposed to leave Manila on October 26 and depart from Berlin on October 30. Because of the Senate hearing on the 2009 budget on October 29 which was announced after the President bought the ticket, she had to rebook to an earlier day thus incurring rebooking charges. The latter contingency is not covered by the budget earlier cleared with the sponsor, the Asia-Europe Foundation. Backing off from the conference this late might inconvenience the organizers as President Roman has been listed as one of the panelists.

Board action: APPROVAL.

Proposed Memorandum of Agreement for the U.P. Centennial Dormitory Project

This has been subject of several meetings involving the U.P. Diliman Chancellor, the Deans of the College of Business Administration and the College of Engineering, as well as lawyers from the Office of the Vice President for Legal Affairs (OVPLA). The terms of the final revised draft were agreed upon during a meeting with the President, the U.P. Diliman Chancellor and the OVPLA.

For information, the identity of the Second Contracting Party, which at the moment is PHINMA, has been left blank pending final confirmation by the proponents as to the entity which will be the second contracting party as it might be a PHINMA affiliate. The terms of reference in the MOA, however, substantially come from the representative of PHINMA.

For easy reference, some of the salient features of the proposed MOA are:

1. The second party will construct two (2) five-storey buildings with total capacity of 288 residents at a cost of about PhP40 Million. The intention is that half of the units in the two buildings are to be devoted to engineering students. UP will put up a counterpart of two (2) five-storey buildings at the same cost. The UP Alumni Engineers (UPAE) will donate the furniture and fixture for the two buildings to be constructed by the second party. UP will provide furniture and fixtures for the buildings it will construct.
2. The four (4) buildings will have similar architectural features. Each building will also have spaces for support services, which will be revenue-generating.
3. Upon completion of the construction of the two buildings to be constructed by the second party, they will be donated to UP and, in consideration of the donation and subject to existing rules, naming rights will be given. Similar naming rights to individual rooms will be given to UPAE, in consideration of their donation of fixtures and furnitures for the two buildings.
4. An Oversight Committee will be constituted, with UP Diliman Chancellor as Chair and the Vice-Chancellor for Student Affairs, the Dean of College of Engineering and one representative to be named by the Dean, the Dean of the College of Business Administration and one representative to be named by the Dean, and a representative from UPAE. The Committee will have, among others, the power to appoint a third party property

manager to oversee the operations of the buildings, including the support services.

5. Excess of revenues of the two buildings donated will be used for professorial chairs and teaching grants/awards, the sharing details of which will be subject of a subsequent MOA.
6. Informal settlers on the property to be constructed on will be relocated by UP.

A Summary of the key obligations of the parties under the Proposed MOA are, as follows:

SECOND PARTY	U.P.	UPAE
Construct two (2) five-story buildings with total capacity of 288 residents at a cost of about Pn40 Million	Put up counterpart of two (2) five-story buildings with same capacity and at the same estimated cost but with furniture and fixtures;	Provide furniture and fixtures for the two (2) buildings to be donated by the second party;
	Make available as project site the lot at Jacinto corner C.P. Garcia Street with approximately 2,500 square meters	
Upon completion of the two (2) buildings, donate the same to UP	Accept the donation and grant naming rights to the two buildings to second party as well as naming rights to individual rooms in the two buildings to UPAE.	
Shoulder all taxes and fees to be imposed by the national or local government and obtain all permits and licenses for construction;		
	<p>Create an Oversight Committee composed of seven (7) members with UP Diliman Chancellor as Chair, Vice-Chancellor for Student Affairs, Dean of College of Engineering and one representative to be named by Dean, Dean of the College of Business Administration and one representative to be named by the Dean and a representative from UPAE;</p> <p>Oversight Committee to be empowered to assign a qualified third party management group, subject to compliance with RA 9184;</p> <p>Oversight Committee also to be empowered to lease out revenue-generating spaces of the buildings, subject to compliance with RA 9184;</p>	
	Remove informal settlers on the area to be constructed on;	
	Securing ruling or rule from BIR on the 150% donor's tax deduction from the donor's taxable income;	

Board action: **APPROVAL.**

Request of the U.P. Provident Fund, Inc. Executive Director, Lina J. Valcarcel, for Office Space in U.P. Diliman

Regent Nelia T. Gonzalez presented this item from the floor.

The U.P. Board of Regents, in its 1129th meeting on 25 February 1999 approved the lease for 25 years of 2,500 square meters of land along C.P. Garcia and Katipunan Avenues for the Office of the U.P. Provident Fund, Inc. (UPPFI). No office building had been built and the UPPFI head office as well as the Diliman/System/Baguio offices are presently housed in the IMC compound at Ma. Regidor St. However, that was declared Science Complex and they have to vacate the place and look for another office.

UPPFI serves more than 9,000 employees of U.P. all over the Philippines. It is here to stay and so it seems right that it may have its own office without having to transfer time and again (they are actually in their third office since they took over in 2000).

With the approval of the UPPFI Board, Executive Director Valcarcel is requesting the honorable members of the U.P. Board of Regents to please replace the aforementioned land (and now part of the Science Complex) with another location in U.P. Diliman. If she will be allowed to identify a place, she saw a small strip of land near the U.P. Post Office which would be a good place to move to. It is accessible to the members who come weekly to transact business with them for loans and other benefits. All it needs are some 500 square meters instead of the 2,500 square meters allotted to it by the U.P. Board of Regents in 1999.

The Executive Director has requested the Land Bank of the Philippines, that serves most of their banking needs, to construct an office for itself and for the UPPFI. If granted, it could occupy half of the building and the UPPFI would occupy the other half (hopefully, for free). However, even if Land Bank would not agree with that proposal, the UPPFI would still like to construct a permanent building for the UPPFI head office and the Diliman/System/Baguio offices.

Board action: **The Board has approved in principle the request of the U.P. Provident Fund, Inc. for an area where they can build their office. But the Board did not identify any specific area. The Board defers to U.P. Diliman on the matter of location and area.**

U.P. Open University Chancellor's Report

Chancellor Alfonso gave the Board of Regents an update on the U.P. Open University as follows:

"The UP Open University is entering the fifth generation of open and distance learning and building global knowledge communities in the changing ICT environment.

Since UPOU's foundation 13 years ago, we have clarified our overriding philosophy as follows:

- 1) UPOU is for people and about people having wider access to quality education.
- 2) UPOU is committed to helping improve the quality of tertiary education to create a culture of excellence based on the exercise of academic freedom, critical thinking, creativity and innovation.
- 3) UPOU is committed to respond to the needs of the Filipino workforce in the country and abroad through the provision of relevant continuing education and opportunities for lifelong learning.
- 4) UPOU is committed to lead in the provision of quality transnational education, by offering programs that meet international standards of quality and helping to build global learning communities.

In seeking to be responsive to the dynamic national and global environment and the diverse needs of learners, UPOU has gone through four generations of open and distance learning.

The first generation was about "shedding off some residential traditions while embracing the legacy of quality assurance" for which the University of the Philippines is known.

During the first generation, the UPOU:

- Offered distance education versions of courses from the residential programs;
- Followed the linear model of the residential mode, with experts creating learning modules in traditional media, with print as the dominant medium and radio and television as supplementary materials; and
- Conducted registration, course materials distribution, and examinations in 25 learning centers across the country.

The UPOU also -

- Implemented student support services as a separate function from academic functions; and
- Used the teaching triad of the module written by experts, the faculty-in-charge (FICs) developing course guides and examinations and computing final grades, and the tutor facilitating face-to-face tutorials conducted once a month at the LCs.

In the second generation, the alternative became mainstream as UPOU began to pursue a more global direction, with the establishment in Hong Kong of UPOU's first overseas learning center and the wider use of email.

We also replaced the Schools for Distance Education with Faculties organized according to disciplinary groups. Faculty of Education, Faculty of Information and Communication Studies, and the Faculty of Management and Development Studies.

We strengthened quality assurance in existing programs by addressing issues such as weak enrollment, problematic delivery and weak student support.

Also, we sought to build capacity and contribute to quality assurance in open and distance learning across the country, in keeping with our role as the National Center of Excellence in Open and Distance Learning.

The third generation of open and distance learning at UPOU was about "Bridging the digital divide."

To reach more students, including those without access to a learning center, we adopted an online learning management system called the Integrated Virtual Learning Environment (IVLE) to offer online tutorials.

In so doing UPOU led the way in e-learning in the Philippines and was declared the National e-Learning Competency Center by the Commission on Information and Communication Technology.

Our leadership in this area was further bolstered by our careful attention to the need to build support systems for e-learning, such as the access to UPOU e-library, UP's I-library, providing e-Counseling services, and other student support systems online.

We sought to integrate course design, course production and course delivery into knowledge creation and management systems.

The fourth generation of open and distance learning involved "acceptance of the changing ICT environment in higher education."

We adopted a new, more dynamic learning management system called Moodle and trained teachers and learners alike in teaching and learning with the Web.

Although all courses were fully online by then, the UPOU used the blended approach for course delivery to make sure that those with little or no access to the Internet would not be marginalized.

It was at this time that the number of overseas students enrolled in UPOU's programs increased, and we began to develop digital course materials in multimedia, hypertext, hypermedia, and hypermultimedia.

UPOU also sought to strengthen research in the open and distance learning experience.

UPOU is now entering the fifth generation of open and distance learning. This generation is about "Helping to build global communities through open and distance learning in the digital era."

We are taking on new challenges and exploring new directions, such as:

- Exploring the use of Web 2.0 technologies in teaching and learning;
- Using interactive resource-based course packages;
- Producing pod casts and multimedia learning materials of lectures by transnational intellectuals and scholars;

- Establishing centers of digital learning with a strong research agenda that include studies on the use of DE technologies and learning pedagogies/andragogies and methodologies;
- Organizing distance education practitioners/scholars into professional associations in the emerging fields of multimedia design, new media, learning objects production for the Web;
- Creating a strong association of e-librarians, e-curators, and e-scholars who will help develop academic standards for e-learning materials;
- Helping to build an accreditation system that will raise the standards of e-learning and ODL in the country; and
- Exploring new areas of research, including the use and impact of multimedia on research norms and modalities and the implications of open and collaborative creation of text on intellectual property rights and related concepts

In the short to medium term, we are aiming to:

- Institute new programs in critical areas of lifelong learning, namely:
 - a) Doctor in Communication
 - b) Master in ASEAN Study
 - c) Graduate Certificate in New Pedagogies for 21st Century Learning
 - d) Courses in Special Education
 - e) Diploma in Land Valuation
 - f) Diploma in Cooperative Governance and Management
 - g) Diploma in Early Childhood Education
- Enhance existing programs;
- Strengthen our continuing education programs;
- Strengthen the Management Information Systems Office, Multimedia Center, and the Office of Academic Support and Instructional Services;
- Establish a strong research office; and
- Develop an academic Journal of Distance Education.

At present, UPOU is offering 12 non-formal and certificate courses, 20 graduate degrees and two undergraduate programs in various disciplines.

Faculty of Education

- Associate in Arts
- Diploma in Language and Literacy Education
- Diploma in Mathematics Teaching
- Diploma in Science Teaching (Biology, Chemistry and Physics)
- Diploma in Social Studies Education
- Master of Arts in Education (Language and Literacy Education)
- Master of Arts in Education (Social Studies)
- Master of Distance Education
- Doctor of Philosophy in Education (Biology Education, Chemistry Education, Physics Education, and Mathematics Education)

Faculty of Information and Communication Studies

- Bachelor of Arts in Multimedia Studies
- Diploma in Computer Science
- Master of Development Communication
- Master of Information Systems

Faculty of Management and Development Studies

- Diploma in Environment and Natural Resources Management
- Diploma in Research and Development Management
- Diploma in Social Work
- Diploma in Women and Development

- Master of Arts in Nursing
- Master of Environment and Natural Resources Management
- Master of Hospital Administration
- Master of Public Health
- Master of Public Management
- Master of Social Work

Certificate Programs

- Certificate in Barangay Administration and Development
- Professional Teaching Certification

Nonformal Courses

- Caring for the Older Person
- Caring for the Special Child
- Filipiniana Online
- Information Technology for Health Research
- Introduction to E-Commerce
- Laws and Policies of Relevance to Biodiversity Conservation, Management and Utilization
- New Enterprise Planning
- Online Teaching and Learning
- Personal Entrepreneurial Development

UPOU adheres to the UP standards of excellence. We make sure that all of the programs and courses we offer pass through the different stages of quality assurance for course development.

Course and program proposals are presented and approved at the:

1. Faculty Curriculum Committee
2. Faculty Council
3. UPOU Curriculum Committee
4. Chancellor's Advisory Council
5. Academic Affairs Committee
6. President's Advisory Council
7. UP Open University Council
8. Office of the UP President
9. UP Board of Regents

In the first semester of 1995, when UPOU offered only the Diploma in Science Teaching, we had 451 students. Slowly the student population grew to more than a thousand. In the first semester of 2008-2009, UPOU now has 2,231 enrollees. Our biggest enrollment is in the graduate degree programs (73%).

The number of overseas students is increasing. In the first semester of AY 2008-2009, UPOU had 239 students from 48 countries.

To date, UPOU has graduated 2,573 students. More than two thirds of them were enrolled in teacher development programs.

The increasing number of enrollees, alumni and other publics who need the assistance of UPOU in various capacities are attended to by 24 full-time faculty members, 14 REPS and 63 administrative staff members.

A. Full-time Faculty members

Permanent	12
Temporary	12

B. Research, Extension, & Professional Staff

Permanent	10
Casual	4

C. Administrative Staff members

Permanent	16
Casual	44
Contractual	3

TOTAL **101**

We also tap the services of 157 lecturers and affiliate faculty members.

To assist individuals who want to pursue higher studies but who have limited means to fund their studies, UPOU links with various private organizations, government institutions and public officials to provide scholarship grants.

We now have 19 scholarships programs with 232 beneficiaries.

UPOU has partnerships with various national and international institutions for capacity and capability building not just of UPOU but also of the partner institutions.

The development of UPOU's academic, research, and student support functions is complemented by the following physical development projects:

- Completion of the 5-year Development Plan
- Approval of the Land Use Plan by the UP Board of Regents
- Construction of the UPOU Centennial Center for Digital Learning in the last quarter of 2008
- Ongoing development of the UPOU Centennial Park
- Ongoing construction of the UPOU Oblation Hall

. . . The significant increase in Personnel Service (PS) from 1994-1995 was due to the formal creation of UPOU as a CU where additional personnel positions were created.

A significant increase in the MOOE allotment can be noted from CY 1997 to CY 1998 because of the need to develop and reproduce course materials and support the full operation of learning centers located nationwide.

However, there was a sudden decrease in the MOOE allotment from CY 2000 to CY 2007 because of the application of the UP System's new formula in allocating funds to CUs. There is another decrease in the MOOE budget this year 2008, also due to the application of this formula.

The yearly increase in PS is due to government-mandated salary increases.

A UPOU student pays the university PHP 1,000 per unit. The university actually spends PHP 1,629.01 per unit, which means that students enjoy a partial subsidy.

UPOU is a graduate university, 85% of our students are enrolled in graduate degree programs. Our students are mostly teachers and professionals who are working and can implement and apply new knowledge immediately, helping improve tertiary education directly; and the same is true for our professionals who can at once apply new knowledge in their work. Meanwhile our undergraduate programs directly help, through its delivery and course development, strengthen the field of open and distance learning to help build global learning communities.

Transnational education is the wave of the future. We offer the world international standard UP education; this in turn will bring resources to our university."

The Board NOTED the following:

Appointment of Hon. ABRAHAM F. SARMIENTO as Acting Member, Board of Regents, University of the Philippines, dated 29 September 2008

SURP's Academic Calendar for SPRING-Asia Program, AY 2008-2009

Change of schedule of the U.P. Open University Commencement Exercises from 30 May 2009 to 9 May 2009

The U.P. Open University Council approved, in its Special Meeting held on 4 September 2008, to re-schedule the 13th Commencement Exercises from 30 May 2009 to 9 May 2009, in view of the following reasons:

- To synchronize UPOU’s graduation date with the UP graduation period or graduation schedule of other CUs; and
- To lessen the probability of experiencing rain/bad weather during graduation day as it was also approved that UPOU graduation ceremonies will henceforth be held at the Oblation Park.

This request was approved by the President by virtue of the authority vested upon her by the Board of Regents.

Change of schedule of the U.P. Mindanao University Council Meeting from 1 December 2008 (Monday) to 24 November 2008 (Monday)

December 1, 2008 (Monday) was recently declared a holiday by the President of the Republic of the Philippines. The schedule of the U.P. Mindanao University Council meeting shall be moved from 1 December 2008 (Monday) to 24 November 2008 (Monday).

This request was approved by the President by virtue of the authority vested upon her by the Board of Regents.

Guidelines on the Conduct of Small Business on Campus

The guidelines have been approved by the Chancellor by virtue of the authority delegated to him by the Board of Regents.

The guidelines are envisioned to rationalize the operations of various types of businesses in residential areas of the University of the Philippines Diliman in order to better serve the needs of the buying public, composed mostly of U.P. constituents. Once in place, these guidelines shall also ensure the monitoring of health and hygiene-dependent businesses, as well as ensure compliance of business operators with applicable rules.

The salient points of the guidelines are as follows:

- Permits shall be issued only to applicants-operators who are faculty, REPS or administrative personnel residing on campus and who should be working in UP Diliman, with prior clearance from the Housing Office. Only the applicants-operators who are included in the 2007 Survey of residential businesses conducted by the BCO will be accepted;
- Business should utilize not more than 25% of the original ground floor area of the house and shall not exceed the property line of the residential unit. A 12-month contract shall be prepared for this purpose;
- Food handlers shall have the necessary hairnet or cap and always observe personal cleanliness. Business shall have proper solid waste management disposal in covered can/bins. Random checking shall be done.
- Only permits from the Business Concessions Office shall be recognized;
- Annual fee payable upon registration/monthly fees shall be imposed, with the following schedules (fees are subject to escalation):

ANNUAL REGISTRATION FEE			
Size of Business	Non-UP	UP	Monthly Fee
Small	P1,200.00	P200.00	P200.00
Medium	P3,000.00	P500.00	P1,650.00
Big	P7,500.00	P2,000.00	P5,000.00

- Furnishing any untruthful or misleading information in the application form and/or violation of any applicable rule shall cause summary revocation of permit, in addition to the filing of appropriate criminal and/or administrative charges;
- Schedule of penalties are as follows:

Committed by:	First Offense	Second Offense	Third Offense
Faculty, admin staff, REPS	Administrative offense, suspension and closure of the business activity for 15 days	Administrative offense, suspension and closure of the business activity for 30 days	Revocation of the permit and closure of the business activity regardless of employment status or lack thereof of offender
Self-built houses, non UP employees and the like	Suspension and closure of the business activity for 15 days and other appropriate remedies to protect the interest of the university constituents	Suspension and closure of the business activity for 30 days and other appropriate remedies to protect the interest of the university constituents	Revocation of the permit and closure of the business activity regardless of employment status or lack thereof of offender

- Business activity must not in any manner obstruct free use of any roadway, sideway, pathway or similar facility. UP reserves the right to take corrective action against erring residential business operators and structures; and
- UP shall have the power to conduct inspection visits, scheduled or unscheduled, in close coordination with the Food Service Regulatory Committee for Carindaria or with the appropriate UP unit or office concerned during reasonable hours, to determine whether there is compliance with the conditions of the permit.

DEEDS OF DONATION

U.P. Diliman

Deed of Donation and Acceptance between the University of the Philippines Diliman (Donee) and Mr. James and Ms. Fiona Molina (Donors)

Donation: P100,000.00 (to support the Adopt-a-Student Program of the U.P. Diliman)

Particulars:

- The Donation shall be used to support the Adopt-a-Student Program of the University of the Philippines Diliman;
- The Donee shall manage the donation which will be used only in assisting financially deserving students in U.P. Diliman;
- The Donors shall give additional funds whenever they are able; and
- This Agreement may be amended by mutual consent of the Donors and the Donee.

Date signed: 3 September 2008

Deed of Donation between the U.P. Engineering Research & Development Foundation (Donee) and the PHINMA Foundation, Inc. (Donor)

Donation: PhP120,000.00 per year

Purpose: Establishment of a Dr. Jose C. Araneta U.P. Centennial Professorial Chair in Electrical & Electronics Engineering at the College of Engineering, U.P. Diliman

Particulars:

- The Donee accepts and acknowledges receipt of the donation made in its favor by the Donor and expresses its appreciation and gratitude of the kind generosity of the Donor;

- b. The Donee warrants that the donated sum shall be utilized solely and exclusively for the purpose intended by the Donor; and
- c. The Donee acknowledges that it shall be liable for all taxes that may be imposed relative to the Deed of Donation

Duration: Effective for a period of five (5) years

Date notarized: 11 September 2008

U.P. Manila

Deed of Donation between the University of the Philippines Manila Development Foundation, Inc. (Donee) and Dr. Natividad Feliciano-De Castro (Donor)

Donation: PhP1,000,000.00

Purpose: For the establishment and awarding of an Endowment Fund to be known as the Natividad Feliciano-De Castro Library Fund at the College of Pharmacy, U.P. Manila

Particulars:

- a. The Donee shall manage the Donation and only its earnings may be used in awarding the Natividad Feliciano-De Castro Library Fund for the purchase of books and online subscription to access or subscribe to Pharmacy journals;
- b. The Natividad Feliciano-De Castro Library Fund shall be awarded in accordance with the applicable policies and guidelines of the University of the Philippines in effect as of such awarding, not inconsistent with the above-enumerated terms; and
- c. This agreement may be amended by mutual written consent of the Donor and the Donee.

Date notarized: 24 September 2008

U.P. Foundation, Inc.

Deed of Donation and Acceptance between the University of the Philippines Foundation, Inc. (Donee) and Mr. Robert L. Go (Donor)

Donation: P120,000.00

Purpose: For the establishment and awarding of a "Salary Supplement for a Member of the Faculty of Computer Science in U.P. Visayas Cebu College."

Particulars:

- a. The Donee shall manage the donation and award it to the faculty member identified for the purpose, following the processes of the University, that is, recommendation of the Dean of the College, endorsement by the Chancellor of U.P. Visayas, and approval of the President of the University;
- b. The salary supplement shall be paid at the rate of P10,000 per month for a period of one year;
- c. The salary supplement shall be awarded in accordance with the applicable policies and guidelines of the University of the Philippines in effect as of such awarding, not inconsistent with the above-enumerated terms; and
- d. This Agreement may be amended by mutual consent of the Donor and the Donee.

Date notarized: 7 October 2008

CONTRACT/AGREEMENTS

U.P. System

Memorandum of Agreement between the University of the Philippines (UP) and the Association of Philippine Physicians in America (APPA)

Donation: PhP500,000.00 to establish a scholarship fund and to support a scholarship program

Particulars:

UP and APPA agree on the following:

- a. APPA, for and in consideration of its generosity and liberality, hereby agrees to establish a perpetual scholarship program to be called the "Association of Philippine Physicians in America (APPA) Scholarship" for bright but financially needy UP students of Filipino citizenship, subject to the Rules to Govern the APPA Scholarship;
- b. APPA shall donate to U.P. the amount of PhP500,000.00 as seed money for the scholarship program which APPA shall remit to U.P. upon signing of the Agreement;
- c. Unless otherwise mutually agreed upon by both parties, U.P. shall keep the principal amount of the seed money intact and use only Ninety Percent (90%) of the interest income to fund scholarships. The remaining ten percent (10%) of the interest income shall be added to the principal of the scholarship fund annually;
- d. U.P. shall administer the scholarship fund and select the scholars through the Office of Scholarships and Student Services in accordance with mutually agreed guidelines based on U.P.'s prevailing rules on scholarship grants;
- e. APPA represents and warrants to U.P. that it has legal power and authority to execute and deliver the Agreement and to perform all the terms and conditions required to be performed under the Agreement;
- f. In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement, and the remaining valid provision/s shall be enforceable to the fullest extent; and
- g. Both parties agree to execute such other documents and instruments that may be necessary to implement the Agreement.

Effectivity: Effective immediately upon execution by the parties and shall remain in force and effect unless otherwise terminated for cause or reason beyond the control of either party, subject to a sixty-day written notice to the other party

Date notarized: 17 September 2008

U.P. Diliman

Memorandum of Agreement between the University of the Philippines and the Bahay ng Diyos Foundation (Producer)

Project: Staging of Silent Soprano at the Teatro Aguinaldo

Implementing Unit: Department of Speech Communication and Theater Arts (DSCTA), College of Arts and Letters

Amount of Project: PhP800,000.00

Particulars:

The Producer shall:

- a. Shoulder the rental fee of the venue (Teatro Aguinaldo) with standard theater complement (equipment and manpower) from September 3 to September 6, 2008 for the staging of the production according to schedule;
- b. Undertake publicity, promotions and marketing activities for the shows;
- c. Undertake printing of tickets, posters and souvenir programs subject to consultation and final approval of the DSCTA artistic team;
- d. Shoulder rental costs of sounds and lights systems outside of standard theater complements;
- e. Pay professional fee of sound engineer;
- f. Pay talent fee/s of actors hired by producer; and
- g. Undertake all other incidental expenses not included in the approved budget.

The University through DSCTA shall:

- a. Mount the musical Silent Soprano for two (2) performances, on September 5 and 6, 2008 at the Teatro Aguinaldo, to the best of its ability;
- b. Hire the necessary artistic staff, production staff and artists as indicated in the approved budget and be accountable for its corresponding fees/expenses;
- c. 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;
- d. Be entitled to ten (10) complementary tickets of each show; and
- e. Document the performance in video, audio and photo for the DSCTA's archival purposes and provide the Producer one copy of the video and audio.

Period of Project: 3 to 6 September 2008

Date notarized: 16 September 2008

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

Project: Proposed Painting/Re-Painting of Exterior and Miscellaneous Works, SOLAIR, U.P. Diliman

Amount: PhP 444,587.81

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

Particulars:

The Contractor shall:

- a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related work for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;

- b. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
- c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss;
- d. Render warranty services on all work performed in accordance with the provisions of the Agreement and the Contract Documents;
- e. Prior to or upon signing of the Agreement, the Contractor shall furnish the University a Performance Bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the Agreement; and
- f. The Contractor shall furnish the University with a Guarantee Bond in an amount equal to ten percent (10%) of the Contract Price, effective for a period of one (1) year reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.

The Office of the Campus Architect of the University shall have the following functions and responsibilities:

- a. Supervise all phases of the construction works covered under the Agreement;
- b. Conduct regular inspection of the ongoing construction works and its premises, including the inspection of the materials and supplies being used for construction;
- c. Recommend to the University or its proper authorities any work changes, suspension, or stoppage of the works; and
- d. Certify as to the percentage of completion of the construction works.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University's Delineation of Authority, have been complied with.

Period of Contract: Thirty (30) Calendar Days

Date notarized: 11 September 2008

General Construction Agreement between the University of the Philippines (University) and TM Abad Construction (Contractor)

Project: Proposed Re-Painting of Exteriors (Package C), Abelardo Hall, Gonzales Hall, Vargas Museum, Bulwagang Rizal

Amount: PhP 3,105,347.14

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

Particulars:

The Contractor shall:

- a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related work for the Project, in accordance

- with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;
- b. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
 - c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss;
 - d. Render warranty services on all work performed in accordance with the provisions of the Agreement and the Contract Documents;
 - e. Prior to or upon signing of the Agreement, the Contractor shall furnish the University a Performance Bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the Agreement; and
 - f. The Contractor shall furnish the University with a Guarantee Bond in an amount equal to ten percent (10%) of the Contract Price, effective for a period of one (1) year reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.

The Office of the Campus Architect of the University shall have the following functions and responsibilities:

- a. Supervise all phases of the construction works covered under the Agreement;
- b. Conduct regular inspection of the ongoing construction works and its premises, including the inspection of the materials and supplies being used for construction;
- c. Recommend to the University or its proper authorities any work changes, suspension, or stoppage of the works; and
- d. Certify as to the percentage of completion of the construction works.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University's Delineation of Authority, have been complied with.

Period of Contract: 60 Calendar Days

Date notarized: 17 July 2008

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

Project: Proposed Alumni Walk

Amount: PhP 2,263,357.28

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

Particulars:

The Contractor shall:

- a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities,

- services, and all related work for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;
- b. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
 - c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss;
 - d. Render warranty services on all work performed in accordance with the provisions of the Agreement and the Contract Documents;
 - e. Prior to or upon signing of the Agreement, the Contractor shall furnish the University a Performance Bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the Agreement; and
 - f. The Contractor shall furnish the University with a Guarantee Bond in an amount equal to ten percent (10%) of the Contract Price, effective for a period of one (1) year reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.

The Office of the Campus Architect of the University shall have the following functions and responsibilities:

- a. Supervise all phases of the construction works covered under the Agreement;
- b. Conduct regular inspection of the ongoing construction works and its premises, including the inspection of the materials and supplies being used for construction;
- c. Recommend to the University or its proper authorities any work changes, suspension, or stoppage of the works; and
- d. Certify as to the percentage of completion of the construction works.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University's Delineation of Authority, have been complied with.

Period of Contract: 90 calendar days as specified in the Notice to Proceed issued by the University

Date notarized: 7 March 2008

General Construction Agreement between the University of the Philippines Diliman (University) and Reygem Builders (Contractor)

Project: Proposed renovation of Pulungang C.M. Recto, Bulwagang Rizal, College of Arts and Letters, U.P. Diliman

Amount: PhP 1,815,228.75

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

Particulars:*The Contractor shall:*

- a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related work for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;
- b. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
- c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss;
- d. Render warranty services on all works performed in accordance with the provisions of the Agreement and the Contract Documents;
- e. Prior to or upon signing of the Agreement, the Contractor shall furnish the University a Performance Bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the Agreement; and
- f. The Contractor shall furnish the University with a Guarantee Bond in an amount equal to ten percent (10%) of the Contract Price, effective for a period of one (1) year reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.

The Office of the Campus Architect of the University shall have the following functions and responsibilities:

- a. Supervise all phases of the construction works covered under the Agreement;
- b. Conduct regular inspection of the ongoing construction works and its premises, including the inspection of the materials and supplies being used for construction;
- c. Recommend to the University or its proper authorities any work changes, suspension, or stoppage of the works; and
- d. Certify as to the percentage of completion of the construction works.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University's Delineation of Authority, have been complied with.

Period of Contract: 90 calendar days as specified in the Notice to Proceed issued by the University

Date notarized: 14 February 2008

General Construction Agreement between the University of the Philippines Diliman (University) and Simplified Builders (Contractor)

Project: Proposed Site Development and Fencing, Engineering Library and Computer Science Building, U.P. Diliman

Amount: PhP 8,708,045.50

Mode of Procurement:

Public Bidding in accordance with RA 9184 and its Implementing Rules and Regulations

Particulars:*The Contractor shall:*

- a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;
- b. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
- c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss;
- d. Render warranty services on all works performed in accordance with the provisions of the Agreement and the Contract Documents;
- e. Prior to or upon signing of the Agreement, the Contractor shall furnish the University a Performance Bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the Agreement; and
- f. The Contractor shall furnish the University with a Guarantee Bond in an amount equal to ten percent (10%) of the Contract Price, effective for a period of one (1) year reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.

The Office of the Campus Architect of the University shall have the following functions and responsibilities:

- a. Supervise all phases of the construction works covered under the Agreement;
- b. Conduct regular inspection of the ongoing construction works and its premises, including the inspection of the materials and supplies being used for construction;
- c. Recommend to the University or its proper authorities any work changes, suspension, or stoppage of the works; and
- d. Certify as to the percentage of completion of the construction works.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University's Delineation of Authority, have been complied with.

Period of Contract: 240 calendar days as specified in the Notice to Proceed issued by the University

Date notarized: 12 March 2008

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

Project: Proposed Re-roofing and Miscellaneous Works, Phase 2, School of Statistics, U.P. Diliman

Amount: PhP 1,903,853.12

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

Particulars:

The Contractor shall:

- a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;
- b. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
- c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss;
- d. Render warranty services on all works performed in accordance with the provisions of the Agreement and the Contract Documents;
- e. Prior to or upon signing of the Agreement, the Contractor shall furnish the University a Performance Bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the Agreement; and
- f. The Contractor shall furnish the University with a Guarantee Bond in an amount equal to ten percent (10%) of the Contract Price, effective for a period of one (1) year reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.

The Office of the Campus Architect of the University shall have the following functions and responsibilities:

- a. Supervise all phases of the construction works covered under the Agreement;
- b. Conduct regular inspection of the ongoing construction works and its premises, including the inspection of the materials and supplies being used for construction;
- c. Recommend to the University or its proper authorities any work changes, suspension, or stoppage of the works; and
- d. Certify as to the percentage of completion of the construction works.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University's Delineation of Authority, have been complied with.

Period of Contract: 90 calendar days as specified in the Notice to Proceed issued by the University

Date notarized: 15 September 2008

Contract for Security Services between the University of the Philippines (University) and the 168 Security and Allied Services, Inc. (Agency)

Services: Security Services for the South Sector of U.P. Diliman Campus

Implementing Unit: Office of the Vice-Chancellor for Community Affairs, U.P. Diliman

Amount: PhP 9,768,865.44

Period of Contract: 1 August 2008 to 1 November 2008

Mode of Procurement:

RA 9184 authorizes alternative modes of procurement specified under Sec. 53 (b) and (d) in instances when time is of the essence arising from other causes where immediate action is necessary, to prevent damage to or loss of life or property, or where the subject contract adjacent or contiguous to an ongoing project which includes contracts where the Provider has unique experience and expertise to deliver the required services.

The 168 Security and Allied Services, Inc., in currently protecting the North Sector, has sufficient relevant knowledge and experience of the requirements of the University to temporarily fill in the services left vacant by the pre-termination of Lanting Security and Watchman Agency.

The regular bidding for annual security requirement of the South Sector shall be conducted by September 2008.

In contracting with 168 Security and Allied Services, Inc., the applicable laws, rules and regulations have been complied with.

Particulars:

- a. The Agency shall provide 140 security guards to be assigned/ deployed in accordance with the 23 July 2008 deployment of guards, South Sector; and
- b. The University shall pay the Agency the same rate per day as determined from the Principal Contract, payable upon submission of the billings for the services rendered.

Contract for Security Services between the University of the Philippines (University) and the 168 Security and Allied Services, Inc. (Agency)

Services: Security Services for the North Sector of U.P. Diliman Campus (3rd Extension)

Implementing Unit: Office of the Vice-Chancellor for Community Affairs, U.P. Diliman

Amount: PhP 2,937,500.97

Period of Contract: 7:00 AM of August 1, 2008 to 7:00 AM of September 1, 2008

Justification: The third extension is due to the conduct of thorough post qualification process of the second-lowest bidder in the public bidding.

The University conducted public bidding on 22 May 2008 in accordance with Republic Act No. 9184, but needs time to conduct post-qualification of the lowest bidder for security services to verify several concerns. The Technical Working Group (TWG) for security had submitted its report to the BAC.

Particulars:

The University shall pay the Agency based on actual deployment of guards or actual security service rendered.

Date notarized: 2 October 2008

U.P. Manila

Paywise Agreement between the University of the Philippines Manila (Depositor) and the Philippine National Bank (Bank)

Project: Availment of the Bank's Automated Teller Machines (ATM) Services for the Payroll of the Personnel

Implementing Unit: Office of the Vice-Chancellor for Administration

Particulars:

Payroll Mother Account

- a. The Depositor shall maintain with the Bank a Savings Account with Combo Agreement which shall be the Depositor's main deposit account (the "Mother Account") from which the payroll of the Personnel shall be debited.
- b. The Mother Account shall have a minimum maintaining balance (MMB) of Fifty Thousand Pesos (PhP50,000.00) only.

Personnel Individual Account

- a. Each personnel of the Depositor shall open and maintain an individual Superteller Savings Account or Regular Current Account (the "Personnel Account") with any of the Bank's on-line branches nearest their working station, subject to the Bank's other requirements. The Personnel Account shall have a Minimum Balance Requirement (MBR) of zero (0) during the effectivity of the Agreement and his/her employment with the Depositor;
- b. The Depositor shall be responsible for (i) the opening of the Personnel Account, including the signing of account opening documents (signature cards, customer information sheet, etc.), and (ii) the distribution of ATM/checkbooks/documents to the personnel. The Personnel shall, however, have the option to open his/her own payroll account at the maintaining PNB branch, provided the appropriate endorsement letter is submitted by the Depositor to the Bank to facilitate the opening of the account;
- c. The Depositor shall be responsible for the security and authenticity of the account opening documents. It shall submit to the Bank signature cards of its Personnel, duly accomplished and authenticated by the Depositor's personnel and administrative manager or authorized representatives, at the time of the opening of the Personnel Account. The Bank shall not be held liable for damages arising from any fraudulent transactions against the Personnel Account should the said transactions be due to the negligence of the Depositor

- d. The Bank shall issue an individual ATM card to each personnel concerned free of charge;
- e. The personnel shall authorize the Bank to debit his/her account for any amount erroneously credited thereto including those credited as benefit payments. A written conforme from the personnel duly authenticated by the Depositor shall be secured and forwarded to the Bank before the release of the ATM cards to each Personnel;
- f. The personnel covered by the Agreement shall have the option to make over-the-counter deposits/withdrawals at the Bank's on-line branches nationwide only during banking hours upon presentation of properly/duly accomplished deposit/withdrawal slip/check, ATM card and personnel's identification card and subject to the Bank's usual internal control measures;
- g. All complaints arising from the use of ATM facility as well as reports for lost ATM cards shall be immediately reported to the respective branch of the Bank where the personnel concerned opened his/her savings account. Captured ATM cards shall be claimed at the Bank's branch where the account was opened. The Bank shall exert its best efforts in releasing the captured ATM cards as soon as possible;
- h. The Depositor shall be responsible for the dissemination of the terms and conditions of the Agreement to its personnel; and
- i. The Depositor shall, from time to time, provide a list of new or resigned Personnel to the Bank in order to update the Bank's records on the number of Personnel enrolled in the system.

Effectivity: Effective upon signing and shall continue to be in full force and effect until terminated by either party upon thirty (30) days prior written notice

Date notarized: 16 September 2008

Contract for Janitorial Services between the University of the Philippines Manila (University) and the Vision Security and Allied Services, Inc. (Contractor)

Services: Maintenance and Sanitation, Cleaning and Other Janitorial Services to the Academic and Administrative Buildings of the School of Health Sciences, Palo, Leyte

Implementing Unit: School of Health Sciences, U.P. Manila

Amount: PhP 7,585.65 per janitor per 8 hours, for five (5) days a week

Mode of Procurement: Public Bidding

Particulars:

- a. The Contractor shall render janitorial and maintenance services five (5) days of work per week, i.e., excluding Saturdays, Sunday and holidays, both special and regular at the various specified areas/places of the UPM-SHS administration and academic buildings;
- b. The Contractor, upon written notice from the University, may be directed to provide additional personnel under the same terms and conditions specified in the contract;
- c. The services which the Contractor shall provide the University under the contract shall consist of the common daily and routine

services and additional services free of charge as specifically mentioned in the contract;

- d. The Contractor shall maintain the required/necessary number of personnel at the time/slot and in the areas as indicated in the contract;
- e. The Contractor shall provide the University with personnel who are honest, reliable, experienced, well-trained, cooperative, presentable in appearance, each of whom must duly secure and possess a Health Certificate, and Police and NBI clearances, copies of which must be furnished the University within the first month of operation; and
- f. The persons performing the work(s) stated in the contract are subject to search by security guards as required and when necessary as a precaution against property losses, every time service personnel enter and leave the premises.

Period of Contract: One (1) year commencing January 1, 2008 until 31 December 2008 unless sooner terminated by the University

Date notarized: 11 February 2008

U.P. Open University

Contract of Lease between the University of the Philippines Open University (UPOU) and the Palawan State University (PSU)

Leased Area: Approximately 56 sq.m. of office space located at the Knowledge for Development Center of the PSU for exclusive use as a testing center

Rental Rate: PhP 360.00 (fixed daily rate) for actual use for testing purposes

Effectivity: Effective for a period of one (1) year beginning 01 June 2008

Date notarized: 9 September 2008

Additional Information on the Drs. Wilfrido and Leonor Testa Feliciano Centennial Professorial Chair in Anatomy, U.P. Manila College of Medicine

At its 1236th meeting held on 29 September 2008, the Board of Regents established the Drs. Wilfrido and Leonor Testa Feliciano Centennial Professorial Chair in Anatomy at the U.P. Manila College of Medicine.

In addition to Dr. Wilfrido Feliciano who is a graduate of the U.P. College of Medicine (Class 1966), other immediate relatives of Dr. Feliciano who are U.P. graduates are the following:

- Hilarion T. Feliciano (Grandfather) - U.P. College of Medicine Class 1913
- Jaime M. Feliciano (Father) - U.P. College of Medicine Class 1942
- Estela Castillo Feliciano (Mother) - U.P. College of Medicine Class 1942
- Roberto C. Feliciano (Brother) - U.P. College of Medicine Class 1970
- Reynaldo C. Feliciano (Brother) - U.P. College of Medicine Class 1972



1238TH MEETING, 28 NOVEMBER 2008

MATTERS ARISING FROM THE 1237TH MEETING 24 OCTOBER 2008

On the Contractual Appointment of Professorial Lecturers who are older than 70

Hereunder is the pertinent memorandum (TOT-2008-066) dated 16 November 2008) of the Vice President for Legal Affairs on this matter:

“Reference is made to the 24 October 2008 Board of Regents meeting during which a query was posed by the Honorable Regent Abraham F. Sarmiento on the legality of appointing faculty members who are older than 70, in view of previous legal opinions on this matter and the new UP Charter.

Upon the instruction of the Board of Regents, this Office was directed to study the matter and render a legal opinion for the Board’s consideration.

After reviewing the law, RA 9500, and previous opinions on this matter, it is our opinion that the Board may appoint faculty members who are older than seventy (70) years for so long as the appointment is temporary and contractual and is not an extension of tenure.

Under Republic Act No. 9500 (“UP Charter”), the Board of Regents is given the power to “appoint faculty members and other officials and employees” (sec. 13[k]); this power is general and plenary and under sec. 13(k) is not restricted by the age of the faculty member subject of the appointment.

In section 13(j), the Board is given a specific power, this time subject to an age restriction:

“(t)o extend, with their (concerned faculty members) consent, the tenure of faculty members of the national university beyond the compulsory retirement age, any other provision of law to the contrary notwithstanding, on recommendation of the units upon endorsement of the President of the national university, whenever their services are especially needed; Provided, however, That no extension of tenure shall be made beyond the age of seventy (70).”

Thus, tenure may be extended for those who have compulsorily retired at 65 upon the President’s recommendation that their services are needed; however, no extension of tenure may be given to those beyond the age of 70.

Notably, the old UP Charter, Act No. 1870, section 6(k) gave a slightly different rule:

“Subject to the approval of the President of the Philippines in the case of the President of the University to extend, with their consent, the tenure of faculty members of the university beyond the age of sixty-five, any other provision of law to the contrary notwithstanding, on recommendation of the President of the University, whenever in his opinion their services are specially needed; Provided, however, That no extension of service shall be made beyond the age of seventy.”

Under this old provision of law, then Executive Secretary Ronaldo B. Zamora opined on 20 September 1999 that:

Under the above-cited provision, the President of the Philippines is vested with the authority to approve the extension of tenure of a UP faculty member who is beyond sixty five (65) years of age upon the recommendation of the UP President based on the necessity of his/her academic expertise. The law, however, is clear in barring the extension of service beyond the age of seventy (70) years.

The President of the Philippines is, therefore, not

authorized by law to waive the prohibition against the extension of service of UP faculty members beyond the age of 70 years. To do so would amend the UP Charter and in effect encroach on the legislative prerogative.

It is relevant to note that the old UP Charter prohibited the extension of "service" of any faculty member beyond the age of seventy. "Service" would encompass not only tenure but any form of employment within the University, even a contractual one. The new Charter, however, no longer prohibits this because the word used now in section 13(j) is "tenure" in place of "service."

"Tenure" is more limited than "service" in scope and has a definite meaning in law. The two may not be interchanged and, thus, when section 13(j) provides that it is "tenure" and no longer "service" that cannot be extended beyond the age of 70, it must be understood that the law intended the restriction to apply to the narrower concept of "tenure" and not the broader area of "service."

The change is deliberate and is intended to convey a specific meaning, i.e., the Board may not extend the tenure of a faculty member who is beyond seventy years old but may nonetheless allow that faculty member to continue serving for so long as his/her services are still specially needed by way of temporary appointments on a contractual basis.

Relevant to this discussion also is the 30 March 2000 legal opinion rendered by the Office of the Chief Presidential Legal Counsel, through Undersecretary Hesiquito Malilin, that the opinion of Executive Secretary Ronaldo B. Zamora does not apply to the situation of Prof. Araceli Baviera (Law) because her appointment then was not an extension of service beyond 70 years of age but a new contractual appointment for a highly technical position. In said opinion, the appointment of a retired faculty member by way of a contractual appointment was held to be a non-career service position and, therefore, not subject to Civil Service rules.

Considering the change brought about by the new UP Charter to the power of the Board to appoint faculty members beyond the age of 70, there appears to be no legal prohibition to allowing a faculty member beyond the age of seventy (70) to continue serving the University for so long as the appointment is not a renewal or extension of tenure and that it is a temporary and contractual appointment for a specific term and that the services of the particular faculty member are certified to be specially needed.

The change brought about by the new UP Charter also renders functus officio the legal opinion of Executive Secretary Zamora because the legal basis for such opinion (which was correct at that time, considering the state of the law prevailing then) no longer exists. It is submitted that the legal opinion rendered by Undersecretary Malilin on 30 March 2000 would be more consistent with the provisions of the new Charter."

Board action: The Board created a committee to study this issue further. This Committee, to be chaired by Regent Abraham F. Sarmiento, will be composed of Regents Gari M. Tiongco and Felix Librero.

1236TH MEETING, 29 SEPTEMBER 2008

Report on the Proposed Return Service Obligation for Other Degree Programs

At its 1236th meeting held on 29 September 2008, the Board authorized the President to discuss with the Chancellors the possibility of implementing a Return Service Obligation Policy for graduates of other degree programs.

In the meeting of the President's Advisory Council on 19 November 2008, the Chancellors presented their initial reports on this proposal, as follows:

U.P. Los Baños

The College of Veterinary Medicine proposes to adopt the two-year Return Service Obligation Policy similar to that of the College of Medicine.

U.P. Open University

Faculty Education

It is ideal that UP graduates practice "service to the nation". However, there should be an office to coordinate and oversee the implementation and evaluation of service program/s activities.

The following return service activities are suggested:

- A Service Learning Option for the AA Program and other Programs
- A Volunteer Program a la the U.P. Pahinungod

Faculty of Information and Communication Studies (FICS)

The FICS believes that the University may be justified in imposing a return service arrangement with students who complete the Bachelor of Arts in Multimedia Studies, Diploma in Computer Science, and the Master of Information Systems for the following reasons:

- The three programs of FICS make use of cutting edge technologies and require relatively higher subsidies for its students.
- Graduates of these programs are in demand in the global marketplace.
- Although dealing with multimedia technologies, BAMS in particular would like to inculcate a sense of social service and responsibility among its students consistent with the UP Brand.

However, the return service that may be imposed to graduates of these programs need not be performed while they are physically in the country. A work credit arrangement may be pursued, wherein the graduate would be obligated to perform the work on an output basis (i.e., a particular output can be credited in terms of man hours) online. These may take the form of programs, multimedia products or documentation. The return service would have specific government agencies or the University itself as beneficiaries.

FICS will be open to such arrangement because it will not deprive its graduates from taking advantage of opportunities when they arise, at the same time ensuring that the investment of the Filipino taxpayer on its graduates would have concrete returns.

Faculty of Management and Development Studies (FMDS)

FMDS considers the adoption of the return service obligation as a criterion for admission to its post-baccalaureate programs, which consist of four diploma and six masters programs. However, the Faculty has concluded that it is inappropriate to impose the return service obligation on its students for the following reasons:

- Given that FMDS students are geographically spread throughout the country, with a considerable number based abroad, it would be impractical to monitor compliance with the obligation.
- The majority of FMDS students work full-time while studying part-time. Upon graduating, they cannot be expected to terminate their present employment or compromise the latter by insisting on a prolonged leave, in order to render return service.

- Many FMDS students are already rendering service to the nation as government employees. These include, but are not limited to, students in the following programs: Master in Public Management, Master of Public Health, Diploma and Master in Environment and Natural Resources Management, and Diploma and Master in Social Work.

U.P. Mindanao

The return service obligation appears to be more applicable to graduate degree programs. The Baccalaureate graduates, finishing between the age of 20 and 22 years old, generally stay in Mindanao or in the country to help out their families.

A few graduates have resumed graduate studies, law or medicine. Those pursuing medicine may be considered for this Return Service Obligation.

U.P. Manila

There is a Committee tasked to study the possibility of requiring a return service obligation for the other degree programs.

U.P. Baguio

The Return Service Obligation Policy may be needed for some critical areas like Medicine and Nursing. DOST scholars have return service obligations, but are not monitored. Monitoring would be difficult if the RSO is required of all degree programs.

U.P. Visayas

Consultations on this matter are currently ongoing.

U.P. Diliman

There are no reports yet from the Deans.

Board action: **Notation.**

On the Appeal of NORMAN ROLAND E. OCANA III, Respondent-Appellant in SDT Case No. 04-027

Hereunder is the Report of the Committee headed by Regent Abraham F. Sarmiento:

"DECISION

I

1. The Appeal

This disposes of the appeal of the respondent-appellant Norman Roland E. Ocana III (Ocana) brought to us via a Notice of Appeal of the said respondent-appellant, through counsel, the firm of Cadiz & Tabayongyong, dated 23 July 2008, from the Decision of the Office of the President dated July 6, 2008, the dispositive portion of which reads as follows:

Wherefore, premises considered, we hereby modify the SDT's decision and find respondent Norman S. Ocana guilty of violating Rule 1 Section 1-A(1) of the Revised Rules and Regulations Governing Fraternities, Sororities and Other Student Organizations, and is thus meted out the penalty of expulsion as provided for under the Rules. Accordingly, respondent's appeal is denied,

and which appeal raised the following grounds:

A.

THE PRESIDENT GRAVELY ABUSED HER DISCRETION AND SERIOUSLY ERRED IN HOLDING RESPONDENT-APPELLANT GUILTY OF PHYSICALLY ATTACKING MEMBERS OF ANOTHER FRATERNITY BASED SOLELY ON THE SELF-SERVING AND UNCORROBORATED, EXTREMELY BIASED, INCONSISTENT AND IMPROBABLE TESTIMONIES OF THE COMPLAINING WITNESSES, AS THESE ARE COMPLETELY DEVOID OF ANY PROBATIVE VALUE.

B.

THE PRESIDENT LIKEWISE GRAVELY ABUSED HER DISCRETION AND SERIOUSLY ERRED WHEN SHE AFFIRMED THE REFUSAL OF THE SDT TO GIVE PROBATIVE VALUE TO THE POSITIVE EYEWITNESS ACCOUNTS OF TWO OTHER UNIVERSITY STUDENTS THAT RESPONDENT-APPELLANT WAS WITH THEM AT THE TIME OF THE ALLEGED INCIDENT.

C.

IN ANY CASE, THE ACCOUNTS OF COMPLAINING WITNESSES AND THE ADMISSIONS DURING CROSS EXAMINATION DULY BELIEVE THE FINDINGS THAT THERE WAS A PHYSICAL ATTACK ON THEM.

D.

ASSUMING THAT THE ACCOUNTS OF COMPLAINING WITNESSES CAN BE GIVEN CREDENCE, THE EXTREME PENALTY OF EXPULSION IS NOT WARRANTED IN THE INSTANT CASE, SINCE COMPLAINING WITNESSES DID NOT INCUR ANY PHYSICAL OR BODILY INJURY AND, AS ALLEGED BY THE COMPLAINING WITNESSES, THEIR SUPPOSED ASSAILANTS PURPORTEDLY DESISTED AFTER GIVING CHASE.

E.

THE PRESIDENT GRAVELY ERRED IN GIVING RETROACTIVE APPLICATION TO THE ONE (1) YEAR SUSPENSION RECOMMENDED BY THE SDT. SINCE THE UNIVERSITY ALLOWED RESPONDENT TO ENROLL FOR THE SECOND SEMESTER OF AY 2006-2007 AND FOR THE FIRST SEMESTER OF AY 2007-2008.

That was the formal appeal.

It also appears that, on 26 August 2008, Ocana, by himself and without assistance of counsel, sent a letter, also dated August 26, 2008, bringing to the attention of President certain matters regarding his case.

It finally appears that, on September 26, 2008, Ocana, again acting by himself and without assistance of counsel, sent a one-page letter dated September 24, 2008 to the Secretary of the University and the Board of Regents Dr. Lourdes E. Abadingo. While this letter requested Dr. Abadingo to have his, the respondent-appellant's case included in the calendar of the Board of Regents meeting on September 29, 2008, contain matters bearing on the appeal, were mentioned. [For the record: At its meeting on September 29, 2008, the Board did act on the appeal.]

Ocana's letters of 26 August 2008 and September 26, 2008 are informal appeals, which we will consider as supplements (broadly speaking) to the appeal.

2. The Case

(i)

1. On 07 April 2005, a Formal Charge was filed with the Student Disciplinary Tribunal (SDT) reading as follows:

"That on 08 December 2004, at around 4:35 in the afternoon, at the UP Repertory Company Tambayan, Vinzons Hall, UP Diliman, Quezon City, NORMAN "JJ" OCANA, together with four (4) other JOHN DOES, all members of the Sigma Rho Fraternity, alighted from a vehicle and armed with baseball bats, lead pipes and bladed sharp objects, attacked Joseph Ray Navarrosa, Nestor Olfindo, Jared Nas, and Jon Lauricio, all students of UP Diliman.

That the aforementioned acts are in violation of Paragraph (A-1) Section 1 Rule 1 of the Revised Rules and Regulations Governing Fraternities, Sororities and other Student Organizations, as amended."

1.1 On April 7, 2005, the respondent-appellant was a BA Psychology Major enrolled at the College of Social Sciences and Philosophy (CSSP). When he testified on 10 January 2006, he was in his fourth year thereat (T.s.n. Session of 10 January 2006, 16).

2. The SDT, after conducting proceedings thereon, rendered its Decision dated September 12, 2006 disposing of the case as follows:

WHEREFORE, premises considered, we find the respondent NORMAN "JJ" OCANA guilty of violating Rule 1, Section 1, paragraph 1, to wit:

"Any such member or officer who commits any other form of fraternity, sorority and other student organization-related misconduct, whether within or outside University premises, which affects the good order and welfare of the University, or which has a negative effect on the discipline, general welfare or the good name of the University. x x x"

We hereby recommend that the penalty of one (1) year suspension be imposed upon him.

2.1 At the time the SDT Decision of 12 September 2006 was handed down, Ocana had already graduated from the College of Social Sciences and Philosophy (CSSP) and was in fact already enrolled in the College of Law;

2.1.1 (a) This change of status of Ocana, the respondent-appellant, from CSSP student to College of Law student was known to the SDT.

(b) At least since September 13, 2006, or thereabouts, the College of Law was aware that the SDT had rendered a Decision dated 12 September 2006 in a case involving Ocana;

2.1.1.1 The facts in (a) and (b) are so because the 12 September 2006 SDT Decision was accompanied by a Notice of Decision dated 13 September 2006 addressed to, among others, Mr. Norman Roland "JJ" Ocana III, thru the Dean, College of Law, and the Dean, College of Law (Annex "A" of the Appeal (of Ocana) to the office of the President).

3. There are two provisions in the Revised Rules and Regulations Governing Fraternities, Sororities, and Other Student Organizations dealing with suspensions and which are alleged to be in conflict with each other, as follows:

1. Rule 1, Section 3, which states, in part:

"Penalties of suspension shall take effect immediately upon the finality of the decision. A student under suspension shall not be allowed to enroll, attend classes, take examinations, use University facilities, or graduate during the effectivity of the suspension; provided, that, use of university facilities shall be understood to include using library facilities, residing in residence halls or dormitories

owned by the University, undertaking field work or any other academic requirement, entering any academic building, etc.; provided, further, that a student under suspension shall not be allowed to enroll until his/her suspension shall have been fully served, except where the period of his suspension expires on the last day of late registration..." and

2. Rule V, Section 2, which reads:

Decisions of the SDT imposing the penalty of suspension for a period not exceeding one (1) year shall be final and executory, even pending appeal, while decisions imposing a higher penalty shall not be immediately executory. In both cases, the respondent may file an appeal to the President through the Chancellor of the autonomous university concerned within ten (10) days from receipt by the respondent or counsel of the SDT decision.

3.1 It will be noted that the last sentence of the 12 September 2006 SDT Decision reads as follows: "We hereby recommend that the penalty of one (1) year suspension be imposed upon him", the Notice dated 13 September 2006, which was the covering document of the Decision, quoted Section 2, Rule V of the Revised Rules and Regulations Governing Fraternities, Sororities, and Other Student Organizations.

3.2 We note the quandary that a respondent would find himself in given the two (2) provisions and the language of the SDT Decision, "We hereby recommend x x x":

- (a) If the literal meaning of the word "recommend" were to be adopted, then neither rule applies, because the "Decision" of the SDT is not a decision imposing a penalty, but merely a "Decision" recommending the imposition of the penalty.
- (a-1) The risk in taking this position is that the appeal may be lost, if the verb "recommend" were to be taken as in fact an actual penalty of suspension.
- (b) On the other hand, if the SDT Decision were really a Decision, that is, making a finding and actually imposing a penalty, then appeal would have been the proper remedy, which must be then taken within ten (10) days.
- (c) To prevent the appeal from being lost, therefore, the appeal should have been filed ad cautelam, explaining all the circumstances thereof and within the ten (10) day period.

(ii)

Ocana's Appeal

1. Ocana, alleging that

1.01 This is an appeal under Section 2, Rule V of the Revised Rules and Regulations Governing Fraternities, Sororities and Other Student Organizations ("Revised Rules") x x x

1.02 The filing of this appeal is within the ten (10) days reglementary (sic) period prescribed under Section 2, Rule V of the Revised Rules.

x x x x x x x x x x

5.23 Premises considered, it is respectfully submitted that the SDT grossly abused its discretion amounting to lack or excess of jurisdiction when it convicted respondent-appellant under a completely different offense.

PRAYER

WHEREFORE, respondent-appellant NORMAN ROLAND OCANA III most respectfully and humbly prays that:

1. The instant appeal be given due course.
 2. Thereafter, reverse and set aside the Decision of the Student Disciplinary Tribunal dated 12 December 2006 finding him guilty of fraternity-related misconduct and suspending him for one (1) year.
 3. Dismiss the instant case for lack of merit, perfected his appeal from the Decision of the SDT to the Office of the President.
- 1.1 We note that in this appeal, through counsel, Ocana accepted unqualifiedly that the Decision suspended him for one (1) year; the appeal raised no issue as to the alleged conflict between Rule 1 and Rule V, on suspensions.
 - 1.2 The College of Law, it bears stressing, was notified of the SDT Decision; the College of Law was also furnished a copy of Ocana's appeal to the Office of the President from the SDT Decision;
 - 1.3 Notwithstanding this appeal, Ocana was to stay on in UP, as far as the records show, for another two (2) semesters.
 - 1.4 Thus, viewing the case of Ocana up to the point when Ocana was allowed to stay in the College of Law for a further two (2) semesters, the positions taken by Ocana were as follows:
 1. For purposes of appeal, the Decision of the SDT was a Decision imposing a penalty, hence Rule V applied;
 2. For purposes of enrollment, Rule 1 was the Rule applicable.
 - 1.5 This "having your cake and eating it too" posture of Ocana and his counsel do not speak well of either of them.

Action by University President on Appeal

1. Acting on Ocana's appeal from the SDT Decision of 12 September 2006, the Office of the President, in a Decision dated July 6, 2008, Annex "A", Notice of Appeal, ruled as follows:

"Wherefore, premises considered, we hereby modify the SDT decision and find the respondent Norman S. Ocana guilty of violating Rule 1, Section 1-A(1) of the Revised Rules and Regulations Governing Fraternities, Sororities, and Other Student Organizations and is thus meted the penalty of expulsion as provided for under the rules. Accordingly, respondent's appeal is denied."

II**Our Ruling****1.**

1. While we have expressed our disgust in prior Sections of this Decision, we will not let that disgust detract us from doing justice. We are, after all, talking about expulsion here.

2. In disposing of this appeal, we are guided by *Ang Tibay vs. The Court of Industrial Relations*, 69 Phil. 635 (1940). In that case, the Court, per Laurel, J., declared:

x x x The fact, however, that the Court of Industrial Relations may be said to be free from the rigidity of certain procedural requirements does not mean that it can, in justiciable cases coming before it, entirely ignore or disregard the fundamental and essential requirements of due process in trials and investigations of an administrative character. There are cardinal primary rights which must be respected even in proceedings of this character.

- (1) The first of these rights is the right to a hearing, which includes the right of the party interested or affected to present his own case and submit evidence in support thereof. x x x
- (2) Not only must the party be given an opportunity to present his case and to adduce evidence tending to establish the rights

which he asserts but the tribunal must consider the evidence presented. x x x

- (3) "While the duty to deliberate does not impose the obligation to decide right, it does imply a necessity which cannot be disregarded, namely, that of having something to support its decision. A decision with nothing to support it is an absolute nullity. x x x"
- (4) Not only must there be some evidence to support a finding or conclusion x x x but the evidence must be substantial. x x x "Substantial evidence is more than a mere scintilla. It means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. x x x ***The statute provides that "the rules of evidence prevailing in court of law and equity shall not be controlling. The obvious purpose of this and similar provisions is to free administrative bodies from the compulsion of technical rules so that the mere admission of matter which would be deemed incompetent in judicial proceedings would not invalidate the administrative order. x x x But this assurance of a desirable flexibility in administrative procedure does not go so far as to justify orders without a basis and evidence having rational probative force. Mere uncorroborated hearsay or rumor does not constitute substantial evidence. x x x
- (5) The decision must be rendered on the evidence presented at the hearing, or at least contained in the record and disclosed to the parties affected. x x x Only by confining the administrative tribunal to the evidence disclosed to the parties, can the latter be protected in their right to know and meet the case against them. It should not, however, detract from their duty actively to see that the law is enforced, and for that purpose, to use the authorized legal methods of securing evidence and informing itself of facts material and relevant to the controversy. x x x
- (6) The Court of Industrial Relations or any of its judges, therefore, must act on its or his own independent consideration of the law and facts of the controversy, and not simply accept views of a subordinate in arriving at a decision. It may be that the volume of work is such that it is literally impossible for the titular head of the Court of Industrial Relations personally to decide all controversies coming before them. x x x
- (7) The Court of Industrial Relations should, in all controversial questions, render its decision in such a manner that the parties to the proceeding can know the various issues involved, and the reasons for the decision rendered. The performance of his duty is inseparable from the authority conferred upon it.

2.**(ii)**

As we view this appeal and the matters related to it, the core question we are called upon to decide is whether or not respondent-appellant was present during the incident which occurred on December 8, 2004, at 4:30 p.m.

In this incident, so says the Formal Charge of 07 April 2005, Joseph Rey Navarrosa, Nestor Olfindo, Jared Nas and John Lauricio were attacked by the respondent-appellant Ocana and four (4) John Does, the latter five (5) "armed with baseball bats, lead pipes and bladed sharp objects."

The Prosecution presented the case by concentrating on the participation of Ocana. It was satisfied that as all three (3) of its witnesses named Ocana - note that there were four (4) complainants in the first place - there was no point in going after the John Does. We saw no question asked by either the Prosecution or the SDT which sought to elicit the identities of the four (4) John Does.

Strangely, it was Mr. Jhimmy P. Santiago, a fourth year law student who acted as counsel of Ocana (T.s.n, Session of 03 June 2005, 1), who would provide the bases for the identification of the four (4) John Does.

Questions that We Raise

1. We express our grave misgivings as to the conduct of the preliminary inquiry.

1. Rule III of the Revised Rules and Regulations Governing Fraternities, Sororities and other Student Organizations provides, that:

SECTION 1. No member or officer of a fraternity, sorority or student organization shall be formally charged before the SDT unless a preliminary inquiry has been conducted by any member of the SDT, which must be finished not later than five (5) working days from the date of the filing of the complaint, provided, that where the misconduct is committed within the premises of a college, it shall be the responsibility of the Dean concerned to ensure that an appropriate complaint is expeditiously filed with the SDT within the same period of five (5) working days. In any other case, such responsibility shall lie with the Vice-Chancellor for Student Affairs or the equivalent official in the autonomous university.

In cases where a preliminary inquiry is necessary, the Rules do not expressly provide that the respondent be notified of it. The Rules do not expressly prohibit it either.

In this case, the preliminary inquiry was conducted, and the Formal Charge issued, without requiring the presence of the adverse party.

1.1 While a single incident could result in two (2) liabilities and therefore two (2) proceedings - in this case criminal and administrative, that early, on February 4, 2005, the SDT should have clarified, with respect to that incident on December 8, 2004; why:

1. In the administrative case, that it was Nas who first executed the Sinumpaang Salaysay (thereby becoming the complainant) with Olfindo, Lauricio and Navarraosa acting merely as witnesses, and that thereafter, on February 4, 2005, Olfindo, Lauricio, and Navarraosa followed with their own Affidavits (thereby joining as complainants, as evidenced by their treatment as such by the SDT); and
2. In the criminal case, that the Memorandum for Preliminary Investigation does not include Nas - note that the name of Nas does not appear as a complainant, and although his "Sinumpaang na malayang salaysay" appears to be part of the records of the case in the Office of the City Prosecutor, Nas did not subscribe and swear to it anew before an Assistant City Prosecutor - considering that this whole case started when Nas, as affiant, and Olfindo, Lauricio, and Navarraosa as witnesses, went to the UPDP; thereafter, Lauricio, Navarraosa and Olfindo submitted separate complaints before the SDT.

1.2 It appears clear to us too that as early as April 14, 2005, the SDT was in possession of papers purporting to identify the owner of the vehicle involved in this case as well as to show the identities of two (2) of the four (4) John Does, yet neither Navarraosa nor Lauricio were summoned, even before any hearing was held, to explain the Reply Affidavit and Supplemental Complaint Affidavit, in particular:

1. Whether or not the signatures appearing thereon were their signatures;
2. Why Olfindo did not sign the same; and
3. In the event that the signatures therein were their signatures, whether or not they affirmed what they had written therein, namely, that X, a member of the Sigma Rho Fraternity, owned the vehicle, and that X and Y were two (2) of the four (4) John Does.

1.3 Thus, during the preliminary inquiry and at the latest before the testimonies were taken, Navarraosa, Nas, Lauricio, Olfindo and Ocana should have been summoned and asked to explain the matters we raised in 1.1 and 1.2 immediately preceding.

1.4 Considering how this case has turned out, the SDT should reconsider what appears to be its practice of conducting preliminary inquiries without the presence of respondents and to require the execution of some forum shopping certification.

Had Ocana been summoned to the preliminary inquiry, this case might have ended earlier; had the complainants been required to execute some certification against forum shopping document, all the circumstances in the other case would have been brought to the attention of the SDT.

2. We express our misgivings too, about the conduct of the hearings
 1. It seemed to us, in reading the transcripts, that the Prosecution, once all three (3) of its witnesses had pointed to Ocana, was satisfied and did not press the matter of the John Does.

A vehicle was here mentioned as being used in the incident, but once Ocana was placed in the vehicle by the three (3) witnesses, that was sufficient.

1.1 We are not satisfied with this presentation.

For one thing, the bases for the identification of Ocana we feel, have not been sufficiently laid.

For another, we can not fathom the seeming reluctance to establish the identities of the John Does.

In this case, a green Mitsubishi Lancer with plate No. XPY 405 was mentioned as owned by a certain X. It would have been easy to inquire from the Land Transportation Office, Department of Transportation and Communications, as to that vehicle's ownership, even if the Reply Affidavit was not noticed;

1.2 Rule IV, Section 4 of the Revised Rules and Regulations Governing Fraternities, Sororities and Other Student Organizations provides, in part, that:

The SDT shall not be bound by the technical rules of evidence and may conduct summary proceedings through the submission of sworn affidavits, subject to cross-examination or clarificatory questions. x x x

The SDT may wish to consider, in the conduct of its proceedings, the adoption of some pre-trial procedure.

3. We express our misgivings finally, as to the conduct of the complainants and the respondent-appellant.

1. As to the complainants, we know that there were three (3) complainants in the criminal case but four (4) in the proceedings before the SDT. In the proceedings before the SDT, Nas acted first by submitting to a question-and-answer process in the UPDP on the same day, December 8, 2004; the three (3) others

signed only as witnesses. On February 4, 2005, Navarrosa, Lauricio and Olfindo filed their Affidavits with the SDT.

Whatever be the reason why Nas appeared to be the only complainant in the UPDP, with the three (3) others as witnesses, and why Olfindo, Navarrosa, and Lauricio later filed Affidavits with the SDT some two (2) months later, we also note that of the four (4) complainants, one did not testify before the SDT, although he was present at some stages of the proceedings; his not testifying was not explained by the Prosecution.

That Navarrosa and Lauricio did not communicate to the Prosecution what they had revealed in the Reply Affidavit and Supplemental Complaint Affidavit apparently for use in the criminal case we can brush aside, for purposes of this argument (the Prosecution should have known these anyway, as these papers were in the SDT records), but for Navarrosa and Lauricio to keep mum on these matters when they testified seems to us to be unpardonable, for in the Office of the City Prosecutor of Quezon City, the acts they attributed to Ocana and company they said amounted to attempted murder.

1.1 We will take this failure of evidence against the Prosecution.

2. Ocana too, and his girlfriend Ganza, were less than candid.

In his Answer dated 20 April 2005 in the SDT proceedings, Ocana appended as an Annex thereto the statement of Ganza; this statement, of which only page 1 appears on file, is titled "Counter-Affidavit" and contains this allegation: "12. I do not know why JJ is being charged with attempted murder.x x x"

From this Ganza Counter-Affidavit, we can safely infer that Ocana and Ganza knew that, in addition to this case, Ocana faced a case for attempted murder before the Office of the City Prosecutor of Quezon City.

2.1 From the contents of the Reply-Affidavit (in the criminal case) apparently signed by Navarrosa and Lauricio but not by Olfindo, we know that Ocana set up the defense of alibi; from the contents of the Counter-Affidavit of Ganza, we know also that Ganza wrote therein that which she subsequently testified to, i.e. alibi.

That being the case, and had Ocana been more forthcoming, Ocana should have gone to the SDT and said that he was named a respondent in a criminal case arising from the same incident but that at any rate, his defense therein, alibi, was the same as the defense he had put forward here.

3. Is sauce for the goose sauce for the gander?

Having taken the failure of evidence of the complainants against them, do we take the omission of Ocana to disclose against him too?

The omission of Ocana is unpalatable to us, but this unpalatability notwithstanding, we can not place Ocana in the same footing as the complainants. In the first place, the burden of proving the Formal Charge is on the Prosecution. In the second place, we can not, and should not, infer anything from his silence. In the third place, whether he chose to speak or whether he chose to remain silent, his position was the same: he was not there.

3.1 As things turned out, in choosing not to speak, the case dragged on.

4.

We will discuss the merits, nonetheless

(i)

Independently of the doubts we entertained brought about by certain revelations in the SDT records which were not even considered by it, the SDT, aggravated by doubts in the conduct of the preliminary inquiry, in the way the hearings were conducted, and in the conduct of both the complainants and the respondent-appellant Ocana and his girlfriend, we will nonetheless discuss those aspects of this case as the SDT viewed it and as the Office of the President saw it on appeal.

(ii)

The evidence in this case falls into the classic "he said-she said" scenario: on the one side, you have the testimonies of the complainants Navarrosa (T.s.n. Session of 03 June 2005, 1-14), Nas (Id., 14-20, T.s.n. Session of 26 June 2005, 1-15) and Lauricio (Id., 15-22, T.s.n. Session of 30 August 2005, 1-18), all members of the Scintilla Juris Fraternity ("he said") and on the other side, you have the witnesses of the respondent-appellant Ocana, namely his girlfriend Angela Cristine R. Ganza ("Gelay") (T.s.n. Session of 22 November 2005, 4-14), and the friend of his girlfriend, Jemina Grace B. Fronda ("Mimay") (T.s.n. Session of 10 January 2006, 1-15), both likewise students of this University at the time they gave their testimonies ("she said") and the respondent-appellant Ocana himself. (Id. 15-48).

"He said" that Ocana, together with four (4) others, identified only as John Does, attacked or chased them, the "he said". "She said" no, we were elsewhere with Ocana under circumstances that would have made it impossible for the Ocana to have been at the place, and at the time that the attack and chase occurred, providing corroboration to the testimony of Ocana himself.

"He said" prevailed, broadly speaking, because they were eyewitnesses. "She said" was rejected, firstly because this was testimony establishing alibi, which is inferior to positive eyewitness identification; secondly, because aside from the testimonies, no documentary evidence was offered showing that the alibi defense was indeed valid, and thirdly, a girlfriend would naturally give biased testimony in favor of her boyfriend, and friendship, in the case of Fronda, was sufficient motive for a friend to testify positively on behalf of the boyfriend of that friend.

We have no quarrel with these propositions:

First: That eyewitness testimony is evidence of a high order,

Second: That for the defense of alibi to prosper, the circumstances showing alibi must be such as to render it impossible for the respondent-appellant to have committed the act, and

Third: That the testimony of an interested person may be reliable, but we do have a quarrel with how these principles were applied in this case.

(iii)

1.

The question of the eyewitness testimonies

It will be noted that the SDT treated the case as one with four (4) complainants: Nas, Navarrosa, Olfindo, and Lauricio.

By the time that the Prosecution had rested its case, Olfindo had disappeared from the scene; he did not testify. Of the original four (4) offended parties therefore, one (1) eyewitness account was missing.

We therefore ask the question: why did Olfindo not testify?

Coincidentally, Olfindo's signature does not appear in the Reply Affidavit and Supplemental Complaint-Affidavit.

We anticipate that the possible reason for the omission was that Olfindo could only provide corroboration. He was not merely a corroborating witness; Olfindo claimed that he, too, was a victim.

With the testimony of Olfindo not taken, that left three (3) eyewitness accounts.

2.

Navarroza was the first to testify; he would have been the second eyewitness.

But Navarroza's own testimony showed that the basis for the identification of the respondent-appellant was not personal knowledge, but hearsay:

In several instances, Lauricio and Nas mentioned the respondent-appellant Ocana by name. Laying aside for the moment the questions of whether or not sufficient bases for the identification had been laid, or whether the identity of a malefactor can be established through leading questions, we have examined the testimonies not only of Nas and Lauricio, but also that of Navarroza and from their testimonies, the following matters appear: the incident happened on December 8, 2004, at 4:35 p.m.; at the time of the incident, there was sufficient daylight. A green Mitsubishi Lancer with plate number XPY 405 made two (2) passes - in the first pass, the respondent-appellant was driving; in the second pass, he was already in the seat opposite the driver; there were four (4) other persons in the car. The respondent-appellant is recognized in the first pass; he is recognized as having changed positions in the second pass because while masks had been put on, the respondent-appellant was too slow in completely putting on his. The malefactors were armed - the respondent-appellant himself was armed with a knife or a lead pipe or with a knife on one hand and a lead pipe on the other. The attack began and a chase ensued; four (4) of the five (5) members of the Sigma Rho participated, including the respondent-appellant while their driver, also their fraternity brother, stayed in the vehicle.

The Prosecution made no attempt to establish either the owner of the green Mitsubishi Lancer or the four (4) other masked John Does; the questions asked centered on the respondent-appellant.

To sustain the SDT Decision as well as the Decision on appeal, we have to give our imprimatur to the following:

1. That respondent-appellant was in UP on December 8, 2004 at 4:35 pm and earlier;
2. That he drove the green Mitsubishi Lancer with Plate No. XPY 405, which made a first pass at Vinzons Hall;
3. That he was in the said vehicle as it made a second pass at Vinzons Hall, this time not as a driver but as a passenger, and, as he alighted from the car, he was masked;
4. That he was armed; and
5. That he participated in the attack and the chase.

On the bases of the testimonies as above summarized, we can not.

As to (1), he, the respondent-appellant testified that he had no classes that day, a statement which was not disputed, and that he was in fact elsewhere, a statement that was corroborated by two (2) witnesses.

As to (2), no basis was laid as to how he could have been allowed to have driven such a vehicle whose owner was not even established.

As to (3), the time interval between the first and second passes becomes relevant; there is testimony that while Ocana may have been driving the vehicle when it made the first pass, there is a possibility that he was no longer in the vehicle at the time of the second pass.

As to (4), that he was armed with a lead pipe or a bladed weapon is believable; that he was armed with both, one in each hand, is incredible.

As to (5), there being four (4) attacking and chasing an equal number of persons, who attacked and chased whom becomes crucial.

If we throw into this mix the allegation that four (4) attackers, one of them being the respondent-appellant, attacked and chased four (4) members of another fraternity, the fact that all of the latter who testified centered their testimonies solely on the respondent-appellant without attempting to establish the identities of the four (4) John Does, raised the issues of motive and bias.

The complainant Nas testified that he knew of no motive on the part of the respondent to attack them (T.s.n., Session of 03 June 2005, 18); or at least he thought that Ocana had no personal motive in doing so (T.s.n., Session of 26 July 2005, 1-2). Lauricio, on the other hand, was "Hindi sure" or "Pero, o sige, personally, wala." (T.s.n., Session of August 30, 2005, 3). As to the respondent-appellant however, it was he who identified the complainants Lauricio and Navarroza who had been caught and were at the police precinct following an attack on members of the Sigma Rho Fraternity by members of the Scintilla Juris Fraternity at the conclusion of the 2004 Bar Examinations, as members of the Scintilla Juris Fraternity. (T.s.n., Session of 10 January 2006, 17-19, 27, 35-37)

Let it be stressed that we are not here saying that no attack or chase took place on December 8, 2004, at 4:35 p.m. in UP, in the vicinity of Vinzons Hall; there may have been; we are simply confining ourselves to the finding that on the basis of the entire records of the case, we find that the participation of Ocana therein was not established.

(iv)

We come, finally, to the witnesses Ganza and Fronda, whose testimonies corroborated the defense of alibi of Ocana.

1.

The question of credibility (1)

Ganza, it will be recalled, was the girlfriend of the respondent-appellant; Fronda, on the other hand, was the friend of Ganza.

The Decision of the Office of the President appealed from, Annex "A", Notice of Appeal, states, at 6:

As to the testimonies of the witnesses for the defense, it is observed that respondent's supposed 'independent' witnesses are hardly "independent and disinterested" at all - Ms. Ganza is his girlfriend and Ms. Fronda is Ms. Ganza's friend, who, curiously, was with them the entire afternoon when they were supposedly celebrating their month'sary"...

But the complainants are not without interest too; the Decision, at 2, adopted the SDT's conclusion and finding of fact, that: "The SDT likewise found that the testimonies of the complaining witnesses are reliable, and the fact that the complainants are members of a rival fraternity does not of itself render their testimonies wholly unreliable."

Why then consider the interests in the first case (in those of the complainants) as not affecting theirs, the complainants' credibility and therefore against the respondent-appellant, and the interests in the second case (those of Ganza and Fronda) as affecting their (Ganza

and Fronda) credibility and hence likewise against the respondent-appellant?

Although the Decisions of both the SDT and the Office of the President do not expressly say so, in effect they were saying that Ganza lied and Fronda offered suborned testimony. We are not prepared to go that far. We consider Ganza and Fronda as credible witnesses too.

True, the day was the "monthsary" of Ganza and the respondent-appellant, and Fronda too was present. But Fronda was a Biology major and Ganza needed help for an examination; it is logical for a friend to seek help from another friend, and for the latter to give it. Ganza and Fronda had known each other since high school (T.s.n., Session of 22 November 2005, 7, 11; T.s.n, Session of 10 January 2006, 3-8, 12)

Their credibility is not affected because they were unable to present any documentary evidence showing their presence at the Santa Lucia East Grand Mall on the day in question. We are talking about college students here, who normally would not bother with such things.

That Ganza testified that "Before I used to (keep receipts) but not anymore" (T.s.n., Session of 22 November 2005, 14) only shows that "before" she was the exception to the rule (that college students usually do not retain receipts).

And if documentary evidence were required of the respondent-appellant, why was testimonial evidence sufficient in the case of complainants?

2.

The question of alibi

The three met at the Santa Lucia East Grand Mall. We are inclined to believe that they met there because Ganza resided at San Roque, Marikina City (T.s.n. Session of 22 November 2005, 5), and Fronda lived in Cainta (T.s.n. Session of 10 January 2006, 4), and the Santa Lucia East Grand Mall was a convenient place for both ladies. To jump from "convenient place to meet because it was our 'monthsary' and we could also study" to "convenient place to meet so that I could slip out and attack somebody and then come back" is a jump which strains credulity.

In the first place, no evidence was elicited from Ganza, Fronda, or Ocana showing how long it would take to travel from Santa Lucia East Grand Mall to UP on a weekday, at 4:35 p.m. or some minutes before, where: (a) the person was driving his own vehicle, and/or (b) where he merely commuted.

3.

The question of credibility (2)

Ganza and Fronda are credible witnesses. Their testimonies, essentially that:

1. They met at the Santa Lucia East Grand Mall and had lunch at Kentucky Fried Chicken (KFC); Ganza was with Ocana;
2. After lunch, they went around the mall;
3. Fronda helped Ganza with her studies;
4. They had coffee at Figaro;
5. Fronda left around 6:00, 6:30 or so.
6. Fronda had no knowledge of what happened later, but Ganza and Ocana stayed for an hour or more thereafter;
7. Ocana brought Ganza home, stayed for a while, after which he, Ocana, left for home, were "too precise for comfort", according to the SDT and the Office of the President and were rejected in their totality.

Arrayed against these testimonies are the testimonies of Navarrosa, Lauricio, and Nas, whose narrations all spoke of an attack and a chase but somehow differed on matters that related, among others, to who attacked and chased whom, and who was armed with what. These testimonies, with all the variances, were held sufficient to justify two (2) findings: that there was an attack on, and that Ocana was one of those who attacked, the complainants.

The incident of December 8, 2004 is severable: an attack and the attackers. The testimonies of Nas, Navarrosa, and Lauricio may have established an attack; the variances are not mere details, but are important in identifying the participants in that attack. Their testimonies may have established an attack, but the variances in the testimonies rendered doubtful the identification of Ocana.

In the first case (Ganza and Fronda), as held by the SDT and the Office of the President, consistency in the positive testimonies established falsehood; but in the second case, that of Nas, Navarrosa, and Lauricio, consistency in the positive testimonies as to the attack and chase and inconsistency in the details established both the attack and the attackers.

In our treatment of the testimonies of Ocana, Ganza, Fronda, Navarrosa, Nas, and Lauricio, we must at least be consistent.

(v)

As to the testimonies of Ocana, Ganza, and Fronda, we hold that these testimonies have established the defense of alibi.

As to the testimonies of Nas, Navarrosa, and Lauricio, we hold that the testimonies may have established the attack and the chase, but are insufficient for purposes of the identification of Ocana as one of the attackers.

WHEREFORE, in view of all the foregoing:

1. The Decision of the Office of the President of 06 July 2008 is REVERSED and the Formal Charge of 07 April 2005 is DISMISSED as to Ocana alone.
 - 1.1 That notwithstanding, the suspension shall be governed by the admission of Ocana, in his Notice of Appeal, at 11, that "3.13.2 x x x Thus, the legal remedies of respondent-appellant, as regards the retroactive application of his one (1) year suspension became moot and academic", the statement of Ocana in his informal appeal to the University President of 26 August 2008 that "I have already served the one year suspension dealt by the Student Disciplinary Tribunal x x x", and the statements of Ocana on the Summary of Events attached to the informal appeal of 26 August 2008, that: "I have the one year suspension dealt, I have silently swallowed that the year wherein I enrolled in the College of Law, studied and all my subjects will not be counted because the University has deemed that my enrollment be only for residence purposes x x x" (at 5).
 - 1.2 Ocana is allowed to re-enroll in the University as a first year, second semester student at the College of Law.
2. The Formal Charge of 07 April 2005 remains in effect as regards the John Does. UP Diliman Chancellor Dr. Sergio S. Cao is directed to determine whether or not jurisdiction still attaches to the complainants Nas, Navarrosa, Lauricio and Olfindo and the John Does mentioned in the Formal Charge of 07 April 2005 and if so, to authorize the conduct of further proceedings in SDT Case No. 04-027. In this regard, Dr. Cao is authorized to seek the assistance of the Office of the Vice-President for Legal Affairs, which shall ensure that, at all stages of the proceedings, due process shall be followed.

3. This Decision is without prejudice to any action the University may deem appropriate in the premises.

SO ORDERED.

Quezon City, November ____, 2008

SARMIENTO, A. - Ponente

TIONGCO, G. - Concurring

GONZALEZ, N. - Concurring

Board action: The Board agreed with the findings of the Committee of Regent Sarmiento. However, part of the dispositive portion was amended as follows:

“We reverse the Decision of the Office of the President of 06 July 2008 and Dismiss the APPEAL [Formal Charge as to Ocana alone] AS THE SENTENCE HAS ALREADY BEEN SERVED.” (Bracketed portion to be deleted, words in capital letter to be added). The President inhibited herself from the decision of this case as it is her decision which is being appealed.

N.B. The President said that Ocana submitted a formal appeal. While he was appealing, he was serving his sentence. Ocana was really trying to go around the rules. A student whose case is on appeal should not be serving his/her sentence. He/she should continue to go to school. Otherwise, if the appeal is granted, it would be alright to the student. If the appeal is denied, it would also be alright since the sentence has already been served.

Regent Tiongco pointed out that after he has served the sentence, Ocana has abandoned the appeal.

Vice President Te, who was called in for this item, clarified that it is the penalty of expulsion that is being appealed. This penalty actually arose out of an earlier appeal. Ocana pursued this appeal.

The Vice President for Legal Affairs noted that Ocana has not actually served his sentence. In fact, he was allowed to enroll for residency. This is not a service of the sentence because the case was still on appeal. Nobody from the College of Law imposed the penalty of suspension. It was Ocana himself who opted to enroll for residency.

Vice President Te explained that under existing rules governing fraternities and sororities, if the suspension is one year, it is final and executory. This, however, can be appealed to the Office of the President. If the appeal is not abandoned, it can exist side by side with the service of the penalty. The penalty of suspension is considered to have been imposed if Ocana was not allowed to enroll. But Ocana was allowed to enroll for residency.

The President pointed out that she is not personally attached to this case. She said she does not mind being reversed. She is just quite worried about the possible implications in the future. Students can engage in rumbles and say that the Board, anyway, reverses the President all the time. The President, clarified, however,

that she defers to the Board which is really an appellate body.

Regent Tiongco explained that the President's fear will not hold. It does not always happen that the SDT renders inappropriate sentence. If the student has not served the sentence, the modified penalty imposed by the President can still be executed. But once the student has served the sentence, the case becomes moot and academic.

1234TH MEETING, 31 JULY 2008

Update on the Case of Alexis Cimagala, Judy Anne Co, Anezska Cortina, Wilmer Cu, Bernadette Lopez, Kevin Velasco, Rafael Augustine Lapid, Paula Sun, Carissa Mangubat, Eric Angeles, and Punyagi Abueg (SDT Case No. 08-001)

The case against Respondents Alexis Cimagala, Judy Anne Co, Anezska Cortina, Wilmer Cu, Bernadette Lopez and Carissa Mangubat has already been submitted for resolution. The Tribunal expects to issue a Decision with respect to these respondents before the end of November 2008.

During the formal hearing on 14 November 2008, the Diliman prosecuting lawyer attempted to present Philip Amadeus Libre as rebuttal witness against respondents Kevin Velasco and Punyagi Abueg. However, counsel for said respondents raised procedural issues that the Tribunal has yet to resolve, pending which, the testimony of Mr. Abueg was held in abeyance.

The case is next scheduled for formal hearing on 12 December 2008 for presentation of Mr. Libre as rebuttal witness against respondents Velasco and Abueg, should the Tribunal rule to allow such rebuttal testimony.

The President reiterated that the SDT is trying its best to complete this case as soon as possible. It is not just possible to make a resolution in a month's time as suggested by Regent Chua in the July 2008 meeting of the Board. The SDT had to conduct a number of hearings. The prosecution had to present witnesses, so with the defense.

Regent Tiongco wondered why some students have already been exonerated. He asked if there are different evidences against each and everyone. He said this should be easy since what is true to one should be true to all.

Chancellor Cao, who was called in for this case, pointed out that charges are not the same for all. There are different degrees of cheating.

The President explained that those students who were exonerated submitted themselves immediately in the hearing. She added that there are indeed different degrees of cheating.

Regent Chua noted that this case has already been dragging. He proposed that a Regents' Committee be created to look into this matter so it can be resolved once and for all.

The President said the Board could not create a Committee because the case has not been decided yet. And there really might not be a need for the Committee if the SDT eventually dismisses the case.

Chancellor Cao assured the Board that the SDT has actually fast tracked this case. In fact, he said, cases which came up earlier than this one had to take a back seat. Reiterating the point raised by the President earlier, the Chancellor said that there is no need for the Board at this point to intervene in the case since the SDT has not decided yet.

Regent Davide suggested that the SDT be allowed to complete its investigation and come up with its decision. Only when necessary should the Board take up this case.

The President informed the Board that this case has divided the campus. There are faculty members who really want to pursue this. She said she does not want the Board to dismiss a case which is still being deliberated.

Regent Abdulwahid pointed out that she had talked with some of the concerned students and was informed of the trauma these students had gone through. Some of these students, according to the Student Regent, would not be hired because the Offices they were applying to had been informed of their pending cases. Moreover, they could not get their transcript of records.

The President informed the Board of Regents that the students concerned could get their transcript of records, but with a notation that they have a pending case.

The Faculty Regent reiterated an earlier Board decision to let the SDT finish its work. Whatever decision the SDT would have, the Board should be so informed. The Board should act only when there is an appeal brought before it.

The President instructed Chancellor Cao to look into the concerns raised by the Student Regent.

POLICY MATTERS APPROVED

Creation of an Additional Deputy Director Post at the National Institutes of Health, U.P. Manila

The National Institutes of Health (NIH) of the University of the Philippines Manila is a major resource for health research and development in the country. The NIH is an integrative unit of the U.P. Manila that links health researchers from all units of the University as well as major stakeholders in health research in the country. In addition, the NIH has been included as one of only four core agencies of the Philippine National Health Research System (PNHRS) participating actively at various levels in areas of research implementation, research management, ethics, capacity building and resource mobilization.

The NIH is headed by an Executive Director who also serves as Vice-Chancellor for Research of U.P. Manila. S/he is assisted by a Deputy Director in the conduct of leading the NIH. After a recent review of the operations of the NIH with the Chancellor's Management Team (CMT) and having recognized that the NIH has assumed one of the leading roles in health research and development in the country, U.P. Manila has determined the need to divide the duties and responsibilities of the current Deputy Director between two deputies, one to focus on research management and development and the other to focus on administration and fiscal matters, to more effectively assist the head of unit.

The creation of another post for the Deputy Director for Administration with the current Deputy Director focusing on Research Management and Development is highly recommended. This recommendation is being made with a strong consideration of the rapidly expanding role of the NIH in health research and development in the country.

U.P. Manila trusts that the additional post of Deputy Director for Administration will help towards the realization of this U.P. Manila uni's goal of making more significant impact on the health of the Filipino people through relevant research and research capacity strengthening towards more effective health policies and practices. Thus, after approval, the Deputy Directors of the NIH will have the following functions:

Deputy Director for Research Management and Development

To assist the Vice-Chancellor for Research/Executive Director in:

1. Implementation of guidelines and policies on research capacity strengthening including research management, research programs and study groups, research training and fellowships (short term and long term);

2. Implementation of guidelines and policies on research dissemination and utilization including institutional promotion and legislative liaison;
3. Improvement and maintenance of a system for health research information;
4. Implementation of guidelines and policies that will help ensure protection of intellectual property rights;
5. Initiation of activities related to resource generation and forging of external linkages;
6. Provision of support to and oversight of the operations of the Institutional Review Board (IRB) including technical and ethics review, Institutional Biosafety Committee (IBC) and Institutional Animal Care and Use Committee (IACUC); and
7. Provision of support for the NIH Executive Committee (NEC).

Deputy Director for Administration

To assist the Vice-Chancellor for Research/Executive Director in:

1. Supervision of the NIH Administrative Office including the facilitation of the setting up of fiscal services (accounting, budget and cash);
2. Oversight of the operations of the NIH Central Laboratories and Animal Laboratory including the formulation of guidelines and policies including standard operating procedures;
3. Facilitate the formulation of guidelines and policies on the proposed Integrated Research Laboratories;
4. Provision of support for NIH standing and ad hoc committees especially related to research facilities management;
5. Oversight of research grants administration including facilitation of appropriate review/s of research proposals; and
6. Provision of support for the University Research Council (all UPM researchers) and the University Research Executive Committee (unit research coordinators).

Board action: APPROVAL.

Request for the Remission of the Contractual Obligation of Dr. EMMANUEL T. VELASCO, College of Business Administration, U.P. Diliman

According to the U.P. Diliman Accounting Office, the Contractual Obligation amounting to P34,218.78 as of 31 May 2008 cannot be dropped from the University books of Accounts due to the absence of BOR approval to waive the said obligation.

The Dean of the College of Business Administration and the Chancellor of U.P. Diliman favorably endorsed the request for approval of the Board.

Board action: APPROVAL.

Return Service Agreement and Suretyship Agreement for Reneging Medical Graduates

The Return Service Obligation as a new admissions requirement of the U.P. College of Medicine was approved by the Board of Regents at its 1234th meeting on 31 July. This was further reaffirmed at the Board's 1236th meeting on 29 September 2008.

In line with the approved Return Service Obligation policy, the College of Medicine is submitting for consideration of the Board of Regents the Return Service Agreement and Suretyship Agreement for Reneging Medical Graduates. The Office of the Vice President for Legal Affairs has reviewed these agreements and has found these to be legally in order.

Board action: APPROVAL.

Request for the Renewal of Appointment of Dr. EDDIE L. LISTANCO, Professor 4, National Institute of Geological Sciences, College of Science, U.P. Diliman, Effective 1 June 2008 to 28 September 2008

Dr. Listanco obtained his B.S. Geology degree from U.P. in 1975, his Master of Science and Doctor of Science in Geology from the University of Tokyo, Japan in 1990 and 1994, respectively. Dr. Listanco has a broad experience in research and teaching. He was an Instructor of the former Department of Geology and Geography in U.P. for six (6) years and served as Division Manager of the Geology Division of the Philippine Institute of Volcanology and Seismology (PHIVOLCS). Dr. Listanco is actively undertaking scholarly researches and has published in both local and scientific journals.

Dr. Listanco served the Institute as Director from 8 June 2004 to 16 July 2007; as Deputy Director for Administration (DDA) from 1 June 2001 to 3 December 2001; and as Deputy Director for Research and Development (DDRD) from 4 December 2001 to 8 June 2002.

Dr. Listanco has consistently obtained outstanding SET scores in both graduate and undergraduate courses.

Dr. Listanco will handle courses in Volcanology and Volcanic Chemistry and develop the research capability of the Institute in the field of Volcanology. This field has long been underdeveloped as a field of research and instruction in the Institute. This field has likewise been identified as one of the priority areas of the Institute because of its importance to Philippine Geology and society.

This request for the renewal of appointment of Dr. Listanco effective 1 June 2008 to 28 September 2008 is a stop-gap measure due to the approval of his tenure as Professor 4 on 29 September 2008. This would provide continuity in his service.

Board action: APPROVAL.

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. ROSE JANE J. PERAS, Assistant Professor, Department of Social Forestry and Forest Governance, College of Forestry and Natural Resources, U.P. Los Baños, Effective 1 November 2008 until 31 May 2009

Prof. Peras was appointed Assistant Professor 1 on 21 November 2005. She finished her MS degree in Forestry major in Social Forestry in 2005. She exercised honesty and fairness in dealing with students, colleagues, and subordinates. Thus, she gained respect and love from her students. Her student evaluation has significantly improved through time.

Prof. Peras is actively involved in research and extension works. Her involvement in these resulted in co-authorship of a number of journal publications and one book.

Her article entitled, "Climate Variability and Extremes in the Pantabangan-Carranglan Watershed, Philippines: Assessment of Impacts and Adaptation Practices" has been approved for publication by the Editorial Board of the Journal of Environmental Science and Management (JESAM) and will come out in the December 2008, Volume 11 Number 2 issue.

Board action: APPROVAL.

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. MARISH S. MADLANGBAYAN, Assistant Professor, College of Engineering and Agro-Industrial Technology, U.P. Los Baños, Effective 1 June 2008 until 28 September 2008

Dr. Madlangbayan's tenure has already been approved by the BOR effective 29 September 2008. However, as a service stop-gap measure, his temporary appointment for the period 1 June - 28

September 2008 has to be approved, but the Chancellor cannot act on it since Dr. Madlangbayan has reached the maximum allowable period of temporary appointment. It is only now that a request for waiver is being requested since his mother unit failed to process his relevant papers in time.

The approval of the request would provide continuity in the service of Prof. Madlangbayan.

Board action: APPROVAL.

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. ROGER A. LUYUN, JR., College of Engineering and Agro-Industrial Technology, U.P. Los Baños, Effective 1 November 2008 until 31 May 2009

The basic paper for tenure of Prof. Luyun is now being processed. Prof. Luyun has already satisfied the minimum requirements for awarding tenure to a faculty member with a rank of Assistant Professor 2. He obtained his Master's degree in UPLB and consistently received a very satisfactory student evaluation for two years of teaching. He is also a major author of one refereed article published through the International Association of Hydrological Sciences (IAHS) and one refereed article to be published this year through the Philippine Journal of Agricultural and Bio-systems Engineering (PJABE).

Prof. Luyun is currently pursuing a doctoral degree in Kagoshima University, Japan on study leave without pay status. And yet, he has repeatedly expressed his desire to serve the University upon completion of his Ph.D. degree. As a center for excellence in Agricultural Engineering, the unit needs to maintain a number of Ph.D. holders in conformity with its faculty development program. As such, the Division has continuously requested the renewal of Prof. Luyun's appointment because his expertise will greatly contribute to the further strengthening of the Division's research and academic programs.

Board action: APPROVAL.

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. JOSEPHINE DJ. QUIMBO, U.P. Rural High School, College of Arts and Sciences, U.P. Los Baños, Effective 1 November 2008 until 31 May 2009

On 26 June 2008, a request for temporary waiver of the faculty rule on tenure on behalf of Prof. Quimbo was made because at that time, she was just waiting for the release of the June 2008 issue of the Philippine Studies of the Ateneo de Manila University where her article entitled "Survivors' Schematic Reconstruction of the Japanese Occupation of Los Baños" would be published. She has very satisfactorily performed her tasks as a teacher of Social Studies subjects and as a Homeroom adviser. She has also served in several school and college committees and as the Secretary of the General Parent-Teacher Association.

As expected, the Journal was released on time with her article. The request was also acted upon favorably and Prof. Quimbo was granted an extension of her appointment effective June 1 to October 21, 2008. Soon after she received the extension of her appointment last August 4, 2008, Prof. Quimbo started working on her requirements for tenure. The Executive committee of the College of Arts and Sciences, UPLB approved the recommendation for her tenure last September 1, 2008. Her papers are still being processed.

It is for this reason that the request for waiver of faculty rules on tenure be waived and that Prof. Quimbo be renewed for another semester (November 1, 2008 - May 31, 21009) until the approval of her tenure by the Board of Regents.

Board action: APPROVAL.

Grant of Amnesty to Faculty and Staff of the University of the Philippines System Who Acted as Guarantors to Students Who Availed of Loans under the Student Loan Program

The Board of Regents, in its 1155th meeting held on 25 October 2001, approved the grant of amnesty to faculty and staff of U.P. who acted as guarantors to students who availed of loans under the Student Loan Board from the start of the program until Academic Year 1994-1995.

It is now requested that the same amnesty be granted to the faculty and staff who acted as guarantors for the period AY 1995-1996 to AY 2005-2006.

It was only in the year 2007 that the Board of Regents allowed parents/relatives of students to act as co-debtors/guarantors for loans. Until then, it was only the faculty/staff who could take the part, under their free and good will, and as allowed by the rules.

The recommended amnesty does not free the students concerned from their financial obligations as in the first amnesty. In the case of faculty and staff who paid the outstanding loans of the principal debtors, collection efforts will continue, as usual, and the collected amount/s will be returned to the faculty and staff concerned.

Board action: APPROVAL.

N.B. While the Board approved this proposal, Regent Tiongco requests that a legal opinion be sought for this particular concern.

FINANCIAL MATTERS APPROVED

Grocery Allowance for 2008

The Board, at its 1202nd meeting held on 27 October 2005, approved the Memorandum of Agreement Amending the Collective Negotiation Agreement (CNA) between the University of the Philippines and the All U.P. Workers' Union.

Article II (Fringe Benefits), Section 3 states "The University agrees, subject to the conditions provided in Article XIII, Section 1 and the availability of funds to provide:

. . .

- b. Christmas grocery allowance, one thousand pesos per year."

The President therefore requests authority to pay the grocery allowance of ONE THOUSAND PESOS (P1,000) for CY 2008 to all U.P. personnel covered by the CNA between the University of the Philippines and the All U.P. Workers' Union. In the spirit of equity, it is also proposed that the grocery allowance of P1,000.00 each be given to all those not covered by the CNA between U.P. and the All U.P. Workers' Union.

Board action: APPROVAL.

Realignment of Reprogrammed Funds of U.P. Mindanao in the Amount of PhP3,912,425.97, Certified Available by the OIC, Budget Office and Accounting Office, to be Utilized as Follows:

PARTICULARS	FROM	TO
Capital/Equipment Outlay	P3,912,425.97	
Personal Services (Personnel Benefits)		P1,975,000.00
Maintenance & Other Operating Expenses (e.g., electricity, water, rental, vehicle maintenance, security, etc.)		P1,937,425.97
Total	P3,912,425.97	P3,912,425.97

The realigned funds shall be used for Personal Services and Maintenance and Other Operating Expenses.

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

Board action: APPROVAL.

Request for Authority to Set Aside Fifteen Million (PhP15 Million) Each Year Beginning 2009 from the UPLB Endowment Fund for the Establishment of the Centennial Professorial Chair and the Faculty Grant Awards

The Chancellor of UPLB, in celebration of the CU's 100th year, is requesting authority to set aside P15 Million each year beginning 2009 from the UPLB Endowment Fund for the establishment of the UPLB Centennial Professorial Chair and Faculty Grant Awards.

Board action: APPROVAL.

Authority to Implement the U.P. System Adjusted Tuition and Other Fees on Incoming Learning Unit (LU) 3 Students (Direct and Lateral Entrants) of the U.P. College of Medicine beginning AY 2009-2010

At its 1208th meeting on 27 April 2006, the Board of Regents approved the proposal for tuition adjustment for U.P. College of Medicine students beginning AY 2006-2007. This was reaffirmed at its 1209th meeting held on 25 May 2006 and further clarified during the 1210th meeting of the Board held on 30 June 2006.

On 15 December 2006, the Board of Regents approved the adjusted tuition and other miscellaneous fees for new students, i.e., freshmen and transferees who will enter U.P. starting June 2007.

It is the position of the College of Medicine and of the Legal Office that the Board approval of the adjusted tuition and other miscellaneous fees in December 2006 is deemed to have superseded the tuition adjustments earlier approved by the Board in April and June 2006. The approval given by the Board applies to all constituent universities, including U.P. Manila and its College of Medicine.

It is therefore requested that the College of Medicine be authorized to implement the U.P. System Adjusted Tuition and Other Fees on incoming Learning Unit (LU) 3 students, both direct and lateral entrants, effective AY 2009-2010.

Board action: APPROVAL.

Request for Authority to Pay the CNA Signing Bonus

The University is currently undertaking negotiations to conclude separate Collective Negotiation Agreements (CNA) with the All-U.P. Workers Union (AUPWU) representing the administrative staff of the University and the All-U.P. Academic Employees Union (AUAEU), representing the faculty and the REPS.

The U.P. panel for both negotiations is confident that it can conclude the CNA with both units very soon. For this reason, this request is respectfully made for authority to pay the CNA signing bonus of Ten Thousand Pesos (P10,000.00) for both unions.

In the spirit of equity, it is further requested that the same signing bonus of Ten Thousand Pesos (P10,000.00) be given to the Faculty, REPS, University officials and administrative personnel not covered by the CNA between the University and the All-U.P. Workers Union and the CNA between the University and the All-U.P. Academic Employees Union.

Board action: APPROVAL. The Board likewise authorized the Philippine General Hospital (PGH) to pay the CNA Signing Bonus in installment. This is due to PGH's tight financial condition.

Request of the U.P. Manila Chancellor for Authority to Borrow Five Million Pesos (P5,000,000.00) from the Interest Earned in the Special Endowment Fund (SEF) of U.P. Manila to Pay the Signing Bonus of the Academic/Teaching Personnel

The U.P. Manila Chancellor requests Authority to Borrow PhP5,000,000.00 from the Interest Earned in the Special Endowment Fund (SEF) of U.P. Manila for the payment of the Collective Negotiation Agreement (CNA) Signing Bonus for the academic/teaching staff of the campus. The availability of this amount has been certified by the Chief Accountant of U.P. Manila.

The borrowed amount will be returned in full next year.

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

Board action: APPROVAL.

Proposal to Increase the Number of Slots for the U.P. Diliman Centennial Awards by Authorizing U.P. Diliman to Set Aside an Additional Ten Million Pesos (PhP10,000,000.00) from the Interest Income of the Special Endowment Fund (SEF) Every Year

On 22 August 2007, the Board of Regents approved U.P. Diliman's request to establish the U.P. Diliman Centennial Awards (Professorial Chair Awards at P100,000.00 each and Faculty Grant Awards at P75,000.00 each). The Board approved in the same meeting the authority to set aside P10,000,000.00 every year to fund these Centennial Awards from the interest income of U.P. Diliman's Special Endowment Fund (SEF).

This year, for the January to December 2008 cycle, U.P. Diliman awarded fifty-one (51) Professorial Chair Awards and they will be awarding 49 slots in December 2008 for the July 2008-June 2009 cycle. There are a little over 1500 faculty members in U.P. Diliman.

The U.P. Diliman Chancellor proposes to increase the number of slots for the U.P. Diliman Centennial awards by requesting authority to set aside an additional PhP10,000,000.00 from the interest income of their Special Endowment Fund (SEF) every year.

Once approved, U.P. Diliman will be able to award 200 Centennial Professorial Chair Awards (or 267 Centennial Faculty Grant Awards) every year.

Board action: APPROVAL.

APPOINTMENTS

UNIVERSITY OFFICIALS

U.P. System

Prof. JOSELITO G. FLORENDO as Director, System Budget Office, effective 1 January 2009 until 31 December 2009

U.P. Manila

Dr. LULU C. BRAVO as Vice-Chancellor for Research and concurrently Executive Director, National Institutes of Health, University of the Philippines Manila, effective 1 November 2008 to serve at the pleasure of the Chancellor *

TRANSFER TO PERMANENT STATUS

U.P. Diliman

Prof. Gonzalo A. Campoamor II, Assistant Professor 1 (Salary Grade 18-1), College of Arts and Letters, effective 28 November 2008

Prof. Jun T. Castro, Associate Professor 1 (Salary Grade 22-4), School of Urban and Regional Planning, effective 28 November 2008

Prof. Eric A. Galapon, Assistant Professor 6 (Salary Grade 21-3), College of Science, effective 28 November 2008

Prof. Joseph Ryan G. Lansangan, Assistant Professor 1 (Salary Grade 18-1), School of Statistics, effective 28 November 2008

Prof. Eric Julian D. Manalastas, Assistant Professor 3 (Salary Grade 19-3), College of Social Sciences and Philosophy, effective 28 November 2008

Prof. Jack Gilbert L. Medrana, Assistant Professor 2 (Salary Grade 19-1), Archaeological Studies Program, effective 28 November 2008

Prof. Armand Salvador B. Mijares, Assistant Professor 5 (Salary Grade 21-1), Archeological Studies Program, effective 28 November 2008

Prof. Christopher P. Monterola, Associate Professor 1 (Salary Grade 22-4), College of Science, effective 28 November 2008

Prof. Macrina A. Morados, Assistant Professor 1 (Salary Grade 18-1), Institute of Islamic Studies, effective 28 November 2008

Prof. Angela P. Nalica, Assistant Professor 3 (Salary Grade 19-3), School of Statistics, effective 28 November 2008

Prof. Rowena Grace O. Rumbaoa, Assistant Professor 1 (Salary Grade 18-1), College of Home Economics, effective 28 November 2008

Prof. Nelson Nava PI Turgo, Assistant Professor 3 (Salary Grade 19-3), College of Arts and Sciences, effective 28 November 2008

U.P. Manila

Prof. Mary Dorothy DL Jose, Assistant Professor 1 (Salary Grade 18-1), College of Arts and Sciences, effective 28 November 2008

Prof. Paul V. Lee, Associate Professor 1 (Salary Grade 22-5) (part-time), College of Medicine, effective 28 November 2008

Prof. Pearl M. Tamesis-Villalon, Associate Professor 2 (Salary Grade 22-5) (part-time), College of Medicine, effective 28 November 2008

Prof. Roy B. Tumlos, Associate Professor 1 (Salary Grade 22-4), College of Arts and Sciences, effective 28 November 2008

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

U.P. Diliman

Prof. Gerardo Agulto, Jr. as Professor 5 (Salary Grade 27-7), College of Business Administration, effective 1 January 2009 until 31 December 2009

Prof. Meliton B. Juanico as Professor 4 (Salary Grade 27-5), College of Social Sciences and Philosophy, effective 14 September 2008 until 31 May 2009

* This is an amendment of a previously approved appointment. Dr. Bravo was appointed Vice-Chancellor for Research by the Board at its 1237th meeting held on 24 October 2008. U.P. Manila overlooked the fact that the Vice-Chancellor for Research is concurrently the Executive Director of the National Institutes of Health

**ORIGINAL APPOINTMENT BEYOND
COMPULSORY RETIREMENT AGE OF 65**

U.P. Diliman

Prof. Federico Gonzalez as Professorial Lecturer 2, College of Engineering, effective 1 June 2008 until 31 May 2009

Prof. Rosa Maria T. Juan-Bautista as Professorial Lecturer 1, College Law, effective 1 November 2008 until 31 May 2009

Prof. Ramon B. Pasicolan as Professorial Lecturer 1, College of Business Administration, effective 25 September 2008 until 31 May 2009

Prof. Ernesto P. Pineda as Professorial Lecturer 5, College of Business Administration, effective 1 January 2009 until 31 December 2009

**RENEWAL OF APPOINTMENT BEYOND
COMPULSORY RETIREMENT AGE OF 65**

U.P. Diliman

Prof. Wilhelm G. Solheim II as Faculty Consultant, Archeological Studies Program, effective 1 November 2008 until 31 October 2009

U.P. Manila

Prof. Alfonso A. Doloroso as Clinical Professor, College of Medicine and Attending Anesthesiologist, Philippine General Hospital, effective 1 June 2008 until 31 May 2009

Prof. Virgilio T. Genuino as Clinical Professor, College of Medicine and Attending Anesthesiologist, Philippine General Hospital, effective 1 June 2008 until 31 May 2009

Prof. Manuel V. Silao as Clinical Professor, College of Medicine and Attending Anesthesiologist, Philippine General Hospital, effective 1 June 2008 until 31 May 2009

Prof. Cecilia V. Tomas as Professorial Lecturer 5, College of Medicine, effective 1 June 2008 until 31 May 2009

U.P. Open University

Prof. Editha M. Marcelo as Professorial Lecturer 3, Faculty of Education, effective 25 October 2008 until 28 March 2009

PROFESSORIAL CHAIRS ESTABLISHED

Establishment of the Teodoro C. Rey, Jr. U.P. Centennial Professorial Chair in Good Governance in any unit of the University of the Philippines System

Support Fund: USD 30,160.72

Donors: Mely and Rick Rey Foundation

Beneficiary Unit: Any unit within the Constituent Universities, as the U.P. President may deem from time to time, to best serve the purpose of the donation.

Fund management: U.P. Foundation, Inc.

Awarding Terms:

- (1) Only the earnings of the support fund shall be available for awarding the Chair;

- (2) Relevant University policies/ processes not inconsistent with the above terms and in effect at awarding shall be observed.

Particulars:

The Chair honors Teodoro C. Rey, Jr. (BSBA '67), 1978 TOYM awardee for rural development who passed away in May 2008. Admirer-contributors and former colleagues in various organizations (including Farm Systems Development Corporation, Responsible Parenthood Council, Development Academy of the Philippines, Ministry of Human Settlements, Laguna Lake Development Authority, UPAA, UP Beta Sigma Fraternity and U.P. ROTC-Vanguard Fraternity) dedicate the Chair in memory of an inspiring and dedicated public servant. Through the Chair, they also hope to promote good public management.

Board action: **APPROVAL.**

Establishment of the Roger M. Murga U.P. Centennial Professorial Chair in Engineering at the College of Engineering, U.P. Diliman

Grant: PhP 1,500,000.00

Donor: PHINMA Foundation

Beneficiary Unit: College of Engineering, U.P. Diliman

Fund management: U.P. Engineering Research & Development Foundation, Inc. (UPERDF)

Particulars:

- Donated sum shall be utilized solely and exclusively for the purpose intended by the Donor.
- The awarding shall observe University policies and processes on professorial chairs that are not inconsistent with the above.

Board action: **APPROVAL.**

Establishment of the BSBA [Accounting] Class 1968 U.P. Centennial Professorial Chair at the College of Business Administration, U.P. Diliman

Principal Fund: PhP 1,500,000.00

Donor: BSBA (Accounting) Class 1968

Beneficiary Unit: College of Business Administration, U.P. Diliman

Fund management: U.P. Foundation, Inc. (UPFI)

Particulars:

- (1) Only the earnings of the support fund shall be used;
- (2) The awardee shall be a member of the Department of Accounting and Finance; and
- (3) The Chair shall be awarded in accordance with the applicable policies and guidelines of the University of the Philippines, in effect as of such awarding, not inconsistent with the above-mentioned terms.

Board action: **APPROVAL.**

Establishment of two (2) Professorial Chairs and a Faculty Grant to be known as Energy Development Corporation U.P. Centennial Distinguished Professorial Chairs in Biology (Biodiversity) and the Energy Development Corporation U.P. Centennial Distinguished Faculty Grant in Biology (Biodiversity) at the Institute of Biology, College of Science, U.P. Diliman

Donation: PhP 5,000,000.00

Donor: Energy Development Corporation (EDC)

Beneficiary Unit: Institute of Biology, College of Science,
U.P. Diliman

Fund management: U.P. Foundation, Inc. (UPFI)

Chair Awarding Terms:

1. Except for PhP300,000 that may be used for awarding the Chairs and Grant in 2008, only the earnings of the donation shall be used; Award for each of the Chairs shall not exceed PhP100,000 yearly.
2. The awarding of the Grant shall be based on rules to be set by the Executive Committee of UPD CS Institute of Biology, subject to approval by the UPD Chancellor on recommendation of the UPD CS Dean, provided earnings remain after allocating for the Chairs.
3. Relevant University policies in effect at awarding shall be observed.

Particulars:

- Operating five (5) geothermal projects, Energy Development Corporation (EDC) is the country's premier geothermal energy company and a world leader in wet-steam geothermal technology. It is in the exploration and development of indigenous energy resources.
- The company was created in 1976 as a Philippine National Oil Company subsidiary. In November 2007, the government's 60% controlling stake was sold to Red Vulcan Holdings Corporation whose ultimate parent is First Philippine Holdings Corporation of the Lopez Family. Under a privatized setting, EDC has expanded its business to include wind and hydropower energy and plans to be a major player in the global renewable energy markets.

Board action: **APPROVAL.**

Establishment of Three (3) Dado and Maria Banatao Professorial Chairs under the Dado and Maria Banatao Institute (DMBI) for High Impact Engineering in the Philippines (Higher Philippines) and the Engineering Sciences Examination Bank at the College of Engineering, U.P. Diliman

Donation: US \$ 500,000.00

Donor: Dr. Diosdado Banatao and Mrs. Maria Banatao

Beneficiary Unit: College of Engineering, U.P. Diliman

Fund management: U.P. Engineering Research and Development Foundation, Inc. (UPERDFI)

Board action: **APPROVAL.**

Reclassification of Professorial Chairs to U.P. Centennial Professorial Chairs

Given their support fund balance, the Executive Director of the U.P. Foundation, Inc. requests that the following be re-classified to Centennial Professorial Chairs:

Professorial Chair	Support Fund (PhP)	Beneficiary
Enrique T. Virata Professorial Chair in Mathematics	1,843,000*	UPD College of Science Institute of Mathematics
Leonor A. Virata Professorial Chair in Food Science	1,527,000	UPD College of Home Economics
PHILEX Professorial Chair (2)	8,074,000	UPD College of Engineering
Raul P. de Guzman Professorial Chair	3,493,704	UPD NCPAG
Rafael M. Salas Professorial Chair in Public Administration and Demography	2,041,782	UPD NCPAG and CSSP Population Institute
Ronald and Victoria Reidenbach Professorial Chair in Chemistry	1,551,210	UPD College of Science

*Fund managed by U.P. System, all the other funds are UPFI-managed

A distinction of a professorial chair established this year is that it shall carry the "U.P. Centennial" nomenclature, provided a minimum support fund of PhP1.5 Million is in place. (This shall enable more meaningful award benefits for such commemorative chair.)

Thus, the aforementioned chairs, given their funding status, shall be re-named:

*Enrique T. Virata U.P. Centennial Professorial Chair
in Mathematics*
*Leonor A. Virata U.P. Centennial Professorial Chair
in Food Science*
PHILEX U.P. Centennial Professorial Chair
Raul P. de Guzman U.P. Centennial Professorial Chair
*Rafael M. Salas U.P. Centennial Professorial Chair
in Public Administration and Demography*
*Ronald and Victoria Reidenbach U.P. Centennial
Professorial Chair in Chemistry*

All other terms for the establishment and awarding of these chairs shall continue to be in effect.

Board action: **APPROVAL.**

Establishment of the UPLB Centennial Professorial Chair and Faculty Grant Awards in Celebration of its 100th year

In celebration of U.P. Los Baños' 100th year, the Chancellor is recommending the establishment of the UPLB Centennial Professorial Chair and Faculty Grant Awards.

The professorial chair and the faculty grant awardees shall receive PhP100,000 and PhP50,000, respectively.

Board action: **APPROVAL.**

Request of the U.P. Diliman Extension Program in Pampanga (UPDEPP) to Grant Centennial Faculty Incentive Awards to its Deserving Faculty in its Graduate Program

In the spirit of University's centennial celebration, the University of the Philippines Diliman Extension Program in Pampanga (UPDEPP) in commemoration of the 30th year of its establishment on June 30, 2008 wishes to allot a portion of the Graduate Tuition Increment Fund for the Graduate Program Faculty Incentive Awards.

The proposed criteria for the selection of awardees are the following:

1. The nominee must be a full-time faculty member of the unit and has taught graduate courses in the revised MM Program over his/her teaching service;
2. The nominee must have contributed to the development of the Program (start of program development is 2003);
3. The nominee must have researches/publications during the period CY 2000-2008; and
4. The nominee must have an average of 2.0 or better in the Part III of the Student Evaluation of Teachers (SET).

The incentive awards will have four components as follows:

1. Teaching Service in the new graduate program.
To qualify, the faculty member must comply with the SET criterion.
 - PhP2,000 per year
2. Research Productivity – research/publication during the period CY 2000-2008*
 - PhP1,500 per research/publication point
3. Contribution to the development of the program
 - Curriculum development – an incentive of PhP3,000.00 will be awarded
 - Academic policy formulation, review and revision – PhP3,000 incentive

* Research Productivity Points

I. Publication in Refereed Journals	Points
A. National	2
B. International	3
C. ISI Journals	5
II. Paper/Research Presentation in Academic Conferences	
A. National/Local	2
B. International	3
III. Authorship of books/Chapter in Books	
A. National	2/chapter 5/book
B. International	4/chapter 10/book
IV. Completed Research Work as Sole Author-Unpublished	2
V. Completed Research Work as Co-Author-Unpublished	1

4. Teaching Effectiveness
 - For SET Part III with an average of 1.75 and above, an incentive of PhP1,500.00 will be awarded

The amount needed for these incentive awards will be drawn against the Trust Fund created for the graduate tuition increase approved by the Board of Regents in its 1150th and 1209th meetings on May 24, 2004 and May 25, 2006, respectively. The BOR has explicitly authorized the utilization of 35% of this Trust Fund for teaching enhancement as incentive for graduate faculty members to encourage them to continuously strive for professional advancement, on the one hand, and to reorganize their valuable contributions to the development of the Graduate Program, on the other.

The Board of Regents has earlier approved similar incentive awards for the faculty of the College of Business Administration and the College of Engineering.

Board action: **APPROVAL.**

Establishment of the UPCBA Faculty Merit Award

Rationale

The College of Business Administration recognizes the role of its senior faculty, i.e. those who have reached the maximum allowable position in the salary scale (Professor 11 or 12). In spite of their

faculty rank being ineligible for salary increases, these senior faculty continue to render excellent performance in teaching and research. Hence this proposal.

Source of Funds. The Graduate Program Trust Fund is proposed to provide funding for the UPCBA Merit Award under the teaching enhancement category. Thus, only faculty who have taught or are teaching in the Graduate Programs (MBA, MS Finance, Ph.D.) are eligible.

Value of Incentive. The maximum cash award is P10,000 per year of teaching service, computed based on the salary difference between Professor 11 or 12 at P437,237 versus Professor 10 at P426,585.

How to Earn an Award. A faculty can earn the merit award if and only if the faculty member meets the guidelines for merit promotion during the promotion rounds in 1997, 2000, 2005 and 2008. Only senior faculty with a rank of Professor 11 or 12, who will stay at the UPCBA until December 31, 2008 are eligible for the award.

Award Components. A faculty can earn the award based on two components: teaching service at UPCBA and research outputs. Each component is worth P5,000 per year of teaching service.

- a. *Teaching Service.* To be eligible, the faculty must have rendered teaching and/or administrative service during each promotional round in 1997, 2000, 2005 and 2008. The years of teaching service are:

Promotion Period Covered	Teaching Service (years)
January 1, 1995 to December 31, 1996	2
January 1, 1997 to June 30, 2000	3.5
July 1, 2000 to June 30, 2005	5
July 1, 2005 to March 31, 2008	2.75

For example, a faculty member who was promoted to Professor 12 on January 1, 1995 would have served for 13.25 years until March 31, 2008, the last round of promotions. The applicable service award is 13.25 years multiplied by P5,000 or P66,250.00

- b. *Research Outputs.* To be eligible for the merit award and earn P5,000 per year of teaching/administrative service, the senior faculty must earn at least 5 points based on his or her published and unpublished research outputs during each promotional round in 1997, 2000, 2005 and 2008. Only research outputs related to business published by reputable academic institutions are considered. Newspaper articles, conference proceedings or electronic publications are excluded. For unpublished research outputs (e.g. professorial chair papers, etc.), points assigned are equivalent to 1.5 points per paper.

The U.P. Scientific Productivity System 2008 was applied and adapted by UPCBA Faculty Merit Award to measure faculty research publication outputs. Table 1 includes the corresponding points assigned to each publication.

Suppose the research outputs of one faculty are given in Column A below. Because the faculty was unable to earn 5 points in periods 1 and 4, he or she is not entitled to the research output component of the award in periods 1 and 4 (see Column C).

Promotion Period Covered	Research Outputs (points) A	Teaching Service (Years) B	Award Value (Pesos) C ¹
Jan. 1, 1995 to Dec. 31, 1996	3	2	0
Jan. 1, 1997 to June 30, 2000	15	3.5	17,500
July 1, 2000 to June 30, 2005	20	5	25,000
July 1, 2005 to March 31, 2008	2	2.75	0
Total Award from Research Outputs			42,500

Combining the service and research components in the examples shown makes the faculty eligible to a total award of P108,750 (P66,250 + P42,500).

Application. This merit award covers the period January 1, 1995 to March 31, 2008. It is proposed that these merit award guidelines shall also apply to faculty who would reach the ceiling of Professor 11 or 12 in the future. Furthermore, when the salary standardization scale is upgraded, the maximum cash award of P10,000 per year of teaching service shall be automatically and proportionately adjusted.

Board action: APPROVAL.

Upgrading of the French Baker Professorial Chair to The French Baker Centennial Professorial Chair in Business Administration at the College of Business Administration, U.P. Diliman

The donor, Mr. Johnlu G. Koa (BSBA 1979 and MBA 1984) donated an additional of P1 Million to increase the endowment fund of the Chair to P1,500,000.00. The U.P. Business Research Foundation, Inc. will manage the fund.

Board action: APPROVAL.

MEMORANDA/ AGREEMENTS

The Board CONFIRMED the following:

AGREEMENTS

Note: These agreements have gone through the standard University processes from the Constituent Universities (CUs) concerned and the University System. In cases where there were irregularities 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

Memorandum of Agreement between the University of the Philippines (University) and the Land Bank of the Philippines (Landbank)

Project: LBP-U.P. Scholarship Fund

Donation: P2.0 Million

Particulars:

Both parties have agreed as follows:

- a. That the donation of P2.0 Million shall be referred to as LANDBANK-U.P. SCHOLARSHIP FUND; and
- b. That the Landbank-U.P. Scholarship Fund shall be deposited to an account to be maintained at Landbank U.P. Diliman Extension Office

Fund Utilization: The fund shall be used to support the P12,000 stipend per semester of scholars who qualify under Bracket E of the Socialized Tuition and Financial Assistance Program (STFAP) of the University which covers scholars whose average family gross income is not more than P80,000.00 per annum and provides scholars with free tuition, miscellaneous, and laboratory fees.

Pre-Qualification Parameters:

1. The scholar must be a Filipino citizen and a resident outside of Metro Manila in consonance with Landbank's mandate of supporting countryside development;
2. The scholar shall be enrolled in a course relevant to the operation of Landbank like Economics, Agricultural Economics, Agri-Business, Agriculture, Engineering and Agro-Industrial Technology, Fisheries, Forestry, Marketing, Information Technology, Engineering, Accountancy, and Business Administration; and
3. Upon graduation, the scholar shall work in the Philippines, preferably in government offices, on a one-to-one basis, i.e., one (1) year for every year of scholarship by the Landbank-U.P. Scholarship fund.

Administration of the Program:

Landbank and the University shall undertake the following responsibilities:

Landbank:

1. Open a deposit account for the University under the account name Landbank-U.P. Scholarship Fund;
2. Cause receipt by the University of the donation in the amount of P2.0 Million Pesos Only;
3. Participate in the monitoring of the program on the basis of the reports to be submitted by the University as described in Item 6 under the University's responsibilities;
4. Provide the scholars with opportunities for field exposures (such as study tours to bank-assisted cooperatives or successful SME clients) that will enable them to acquire additional learning/experiences; and
5. Encourage its employees to actively participate in various activities related to the program, including those initiated by the Landbank as a spin-off to the said program.

University:

1. Acknowledge receipt of the donation in the amount of P2.0 Million Pesos Only;
2. Deposit the donation of P2.0 Million to the Landbank-U.P. Scholarship Fund account to be opened at Landbank UP-Diliman Extension Office;
3. Handle the selection of qualified scholars taking into account the pre-qualification parameters stated;
4. Exempt scholars from paying tuition, miscellaneous, and laboratory fees;
5. Release to each scholar the stipend in the amount of P12,000 per semester by crediting the scholar's deposit account maintained with any Landbank Branches; and
6. Submit to Landbank after the end of each semester the following reports:
 - Report showing names of scholars, their addresses, the course they are enrolled in, and their grades; and
 - Statement of Account showing availment and the available balance of Fund.

Effectivity: Effective at the start of the Second Semester of 2008

Date notarized: 7 November 2008

Licensing Agreement between the University of the Philippines (UP) and the Summa Biotechnologies Corporation (Summa)

Project: Licensing Agreement on Mass Production and Market of BIO-N for rice using the technology of BIOTECH

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

Particulars:

Definitions:

For purposes of this Agreement, the following terms shall have the following meanings:

Confidential Information means any proprietary information or material belonging to UP, which is not generally known or available to others except to persons whom UP has granted licenses, directly or indirectly placed by UP in the possession of Summa, including without limitation, technical information or knowledge, manuals and other similar documents, procedures, processes, methods, techniques, charts, specifications, data on results/outputs or other information relating to the production and marketing of BIO-N.

Gross Sales means the total amount of all sales or dispositions based on gross selling price of all BIO-N through the use of the Licensed Technology during the term of this Agreement, without deduction of any cost or expenses incurred by Summa in the production, sale or shipment of the products sold. If Summa sells any BIO-N to any person or entity affiliated with it or in any way directly or indirectly related to it, at a price less than the price regularly charged to customers, the royalties payable to UP shall be computed on the basis of the price regularly charged to distributors ex-factory pick up from the plant.

Licensed Technology means the technology developed by Dr. Mercedes U. Garcia in the production of BIO-N microbial fertilizer with patent application number 1-2000-0081 applied on 14 August 2003 at the Intellectual Property Office, Bureau of Patents.

Territory means CARAGA Region (Region 13) and Region 10, inclusive of all Provinces and Cities located in the said regions.

Grant of License

U.P. grants to Summa an exclusive license to use the Licensed Technology within the Territory for a period of ten (10) years from the effective date of the Agreement to produce, use and sell BIO-N for rice for field testing and/or commercial purposes.

U.P. may grant licenses to the parties on areas outside of the Territory at U.P.'s sole discretion.

Licensee Fee, Royalty and Obligations of Summa

Summa shall pay U.P. the following fees:

- a. License Fee of PhP70,000.00 upon signing of the agreement representing the balance of unpaid license fee of PhP100,000.00;
- b. Royalty payable on a quarterly basis at the rate of 2% of gross sales during the first two years of operation and 3% during the succeeding years to be shared between UP and the inventor of the Licensed Technology in accordance with the Governing Principles and Policies on Intellectual Property Rights of the UP System.

Withholding taxes, if any, on royalties payable under the Agreement shall be for the account of UP.

License Fee, royalty or any amount due under the Agreement not paid when due shall accrue interest at the rate of 12% per annum and shall be considered default under the Agreement.

All payments due to UP under the Agreement shall be remitted directly to UPLB Cashier's Office.

Summa further agrees and covenants to:

- a. Establish within six (6) months from the date of the Agreement, a manufacturing plant in Butuan, Agusan del Norte for the production of BIO-N for rice using the Licensed Technology according to the design and specification provided by BIOTECH in the amount of not less than PhP300,000.00;
- b. Purchase at least five hundred (500) packs of concentrates and produce a minimum volume of 2,500 packs of BIO-N inoculants per year;
- c. Shoulder the travelling expenses, board and lodging and per diems according to government standards and provide insurance for out-of-station travel by any UPLB personnel if such travels are related to monitoring and/or provision of technical assistance;
- d. Submit quarterly reports of production and sales to UPLB for monitoring purposes;
- e. Furnish the UPLB Central Administration within ninety (90) days after the end of each calendar quarter during the term of the Agreement, a copy of quarterly and annual sales report indicating (1) production volume, and (b) volume and value of sales, subject to verification by UPLB representatives. UPLB warrants and represents that they will maintain the confidentiality of production and sales information submitted by Summa;
- f. Keep true, accurate and adequate books of accounts and other records in sufficient detail to enable the determination of royalties due to UP, and shall permit UP to examine any and all such records, papers and documents during regular business hours for the purpose of determining amounts due to UP.

Support to Summa

UP shall provide support to Summa in the following manner:

- a. Upon establishment of the manufacturing plant, supply BIO-N concentrates to Summa based on the volume of raw materials to be processed per month and pick-up price of PhP150.00 per pack of 200 grams under the supervision of Dr. Mercedes U. Garcia, subject to 5% increase in price every two (2) years;
- b. Provide Summa with technical assistance during the initial six (6) months of production and marketing of BIO-N including:
 - Laboratory visits: BIOTECH shall train the technical and sales personnel of Summa at the facilities of BIOTECH;
 - Direct assistance: BIOTECH shall render direct assistance to Summa during the first six (6) months of operation with respect to problems relating to marketing and use of the product;
 - Consultation: The authorized representative of Summa may contact BIOTECH by telefax, telephone, e-mail or other forms of communication from 8:00 a.m. to 5:00 p.m. during official working days; and
 - Availability: Summa shall have direct access to the personnel and facilities of BIOTECH after making reasonable requests for assistance, subject to payment of honorarium and other remuneration for services rendered by UPLB personnel, rental for the use of UPLB facilities and other related costs and expenses which shall be remitted directly to the UPLB Cashier's Office.
- c. Monitor the quality and quantity of the products distributed.

Effectivity: Retroactive effect on 15 January 2005 upon approval by the Board of Regents, and shall remain in effect for a period of ten (10) years, but not later than 31 January

2015, renewable for another ten (10) years unless earlier terminated upon mutual consent of both parties .

Date notarized: 22 October 2008

U.P. Diliman

Affiliation Agreement between the University of the Philippines Diliman through the College of Human Kinetics and the Keimyung University through the College of Physical Education, Korea

Project: Academic Exchange

Implementing Unit: College of Human Kinetics, U.P. Diliman

Particulars:

- a. *Student Exchange Program*
 - a.1 Each institution shall send two or fewer than two exchange students every year.
 - a.2 Period of study is one year, and the curriculum is adopted by preliminary mutual agreement.
 - a.3 Under the standard of home institution, exchange students will pay tuition and any study-related costs to their home institution, but each host institution will waive tuition for visiting students.
 - a.4 Each host institution will help visiting students find suitable housing, but all participants will be responsible for their own financial support including visa and travel, accommodation, living expenses, and insurance during visits to other institution.
 - a.5 Within school regulations, both universities accept transfer of credits obtained from the other university by exchange students.
- b. *Short-term Student Exchange Program*
 - b.1 Keimyung University runs short-term student exchange programs every Summer and Winter vacation or for one semester.
 - b.2 The curriculum of the short-term program is adopted by preliminary mutual agreement.
 - b.3 Each host institution will help short-term visiting students find suitable housing, but all participants will be responsible for their own financial support including visa and travel, accommodation, living expenses, and insurance during visits to the other institution.
 - b.4 Within school regulations, both universities accept transfer of credits obtained from other university by exchange students.
- c. *Faculty Member Exchange*
 - c.1 Both Universities cooperate on the exchange of faculty members.
 - c.2 In principle, the exchange period of visiting faculty members is one year but can be extended for one more year.
 - c.3 Both Universities offer visiting faculty suitable housing.
 - c.4 Admission and treatment of visiting faculty member are determined by mutual agreement.

Effectivity: Effective upon signing of both parties for a period of three (3) years, and is automatically renewable on the same terms and conditions for another three (3) years unless written notification is given by either party six (6) months prior to expiry date

Date notarized: 10 October 2008

Memorandum of Agreement between the University of the Philippines Diliman and the Securities and Exchange Commission (SEC)

Project: Financial Analysis of Annual Reports and Audited Financial Statements

Implementing Unit: College of Business Administration
U.P. Diliman

Amount: P550,000.00

Particulars:

Both parties agreed as follows:

- a. UP CBA, represented by its Dean, shall recommend to the SEC, UP CBA faculty members who shall review and analyze, as Consultants, the financial statements on the basis of SRC Rules 68 and 68.1, as amended, the generally accepted accounting principles in the Philippines (GAAP), the Philippine Financial Reporting Standards, and other pronouncements of the SEC. The review shall likewise include a determination of possible misstatement or misinterpretation, material errors or going concern issues which may guide the SEC in resolving whether or not to conduct an on-site examination on the books of accounts and records of the subject company. The final outputs of the Consultants for the Agreement are Individual Reports on each of the companies selected by SEC to be reviewed and a Final Report on the Review of the Financial Statements compiling all the findings;
- b. SEC shall provide UP CBA with copies of annual reports, which contain audited financial statements, or consolidated financial statements (in case of parent companies and its subsidiaries), within ten (10) days from date of signing of the Agreement. Copies of said reports may be transported in batches depending on the priority set by the SEC;
- c. UP CBA may request copies of other periodic reports of covered corporations from the SEC, subject only to availability of said documents;
- d. SEC shall pay compensation directly to the faculty consultants recommended by the UP CBA. These consultants shall continue to perform their regular duties as faculty members and shall do the SEC project during free time only as Extension Service;
- e. Each faculty consultant of UP CBA shall have separate contracts with SEC which shall govern the terms and conditions of their engagement;
- f. The findings of the faculty consultants for the Individual Reports on Selected Companies and the Final Report on the Review of Financial Statements shall be subject to the final review of the SEC. The SEC may also utilize said findings as a tool or reference for its separate review and analysis of the annual reports and audited financial statements;
- g. The Individual Reports on Selected Companies and the Final Report on the Review of Financial Statements shall be recognized as the output of and shall be jointly owned by the SEC and UP CBA;
- h. UP CBA may further use the financial statements and the aggregate findings for scholarly research and other academic purposes. All research papers and publications arising from the activities undertaken by virtue of and pursuant to the Agreement shall clearly attribute and identify the SEC and UP CBA, as the sources of the outputs; the names of the principal authors, consultants and researchers need not be identified, recognized and included in the paper/publication. Such research paper and/or publication shall be the property of the

faculty-author. However, notice of such work and copies shall be furnished the Commission through the Office of the General Accountant as soon as reasonably possible. The discussion of the findings in these works or in any other presentations shall not identify the specific corporation that is the subject of the finding; and

- i. The copy of the Individual Reports on Selected Companies and the Final Report on the Review of Financial Statements shall not be furnished to any third party by UP CBA or by the Consultant without the consent of the Commission.

Effectivity: Effective for a period of one (1) year from the date of signing

Date notarized: 25 July 2008

Memorandum of Agreement between the University of the Philippines Diliman through the Institute of Chemistry and the Philippine Council for Health Research and Development, Department of Science and Technology (DOST-PCHRD)

Project: Mutagenicity and Clastogenicity Potential of Philippine Medicinal Plants

Amount: P432,046.80

Implementing Unit: Institute of Chemistry, College of Science
U.P. Diliman

Particulars:

General Objective: To determine the mutagenicity and clastogenicity potential of priority indigenous plant samples being developed as drugs

Obligations of the University:

- a. Submit to PCHRD quarterly progress and financial reports;
- b. Submit to PCHRD the Annual Technical Accomplishment and Audited Financial Reports and the lists of personnel involved and the equipment purchased for the project within one month after the completion date of the project's first year of implementation;
- c. Submit to PCHRD the Terminal Technical Report in publishable form, together with information on any patentable invention that was produced as a result of the project, not later than sixty (60) days after completion of the project;
- d. Submit to PCHRD the Terminal Audited Financial Report within three months after the completion of the project year;
- e. Report immediately and remit to DOST-PCHRD all unexpended balance, if any, of the funds at the end of the project year;
- f. Hire project personnel on contractual basis whose appointments shall be co-terminus with this Agreement;
- g. Ensure the continuity of the Project and notify PCHRD of instances such as where the senior Project Personnel, including the Project Leader, will be absent from his/her station for a period exceeding ten (10) consecutive working days and designate a responsible Project official to oversee the operations of the Project in his/her absence; and
- h. Provide appropriate assistance to PCHRD in the commercializing or transfer of Research and Development results that are product-based.

PCHRD's support for the Project shall be as follows:

- a. Allocate the amount of P432,046.80 chargeable against PCHRD Grants-in-Aid Program funds;
- b. Provide technical assistance relevant to the achievement of the Project Objectives; and
- c. 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.

Effectivity: Effective upon confirmation by the Board of Regents and shall be in full force and effect until the completion of the Project

Date notarized: 15 October 2008

Project Contract between the University of the Philippines Diliman and the Research & Development Foundation of the College of Education, Inc. (R&DFCEI)

Project: Project Contract for the Law Aptitude Examination (LAE)

Implementing Unit: College of Law, U.P. Diliman

Amount of the Project: The College of Law shall pay the R&DFCEI the amount of:

1. P747.50 per examinee for a minimum of 1,300; and
2. P22,000 for scanning expenses.

Particulars:

- a. The R&DFCEI thru the LAE Testing Committee has agreed that the R&DFCEI will undertake the preparation and conduct of the LAE in four (4) testing centers, in U.P. Diliman, U.P. Cebu, U.P. Baguio, U.P. Davao as well as the analysis of the LAE results for 2008;
- b. The College of Law shall pay the R&DFCEI the amount of P747.50 per examinee for a minimum of 1,300 examinees;
- c. The College of Law shall pay the R&DFCEI the amount of P22,000.00 for the scanning expenses; and
- d. The R&DFCEI shall allow the Dean and the Chairpersons of the Admission Committee of the College of Law to read and review the 2006 and 2007 LAE, and the 2008 LAE after it has been administered at the College of Education LAE Office at anytime during business hours.

Effectivity: 1 July 2008 to 28 February 2009

Date notarized: 2 October 2008

Contract of Award between the University of the Philippines Diliman (Host Institution), the Department of Science and Technology (DOST) and Dr. Alfonso M. Albano (Awardee)

Project: Balik Scientist Awardee

Particulars:

DOST shall:

- a. Allow the Awardee to complete his term on non-continuous basis as indicated in the terms of reference of the Awardee;
- b. Provide the Awardee with reimbursement of one-way airfare from USA to Philippines purchased during the first phase and

reimbursement of one-way ticket from the Philippines to USA purchased during the second phase; and Daily Subsistence Allowance (DSA) of US\$150 per day while on official term under the Balik Scientist program. The manner of computing the currency rate conversion is consistent with the Short Term Program;

- c. Monitor and evaluate the activities of both the Balik Scientist Awardee and the Host Institution to ensure the successful implementation of the workplan/agenda/ terms of reference of the awardee;
- d. Coordinate with the Host Institution on the areas/aspects where the expertise of the Balik Scientist Awardee can be tapped optimally; and
- e. Recommend/arrange other related activities as may be accommodated other than those pre-identified by the host institution to ensure optimum benefits from the Balik Scientist Awardee's presence and engagement under the Program.

Balik Scientist Awardee shall:

- a. Carry out the enumerated activities contained in the approved workplan/agenda/terms of reference in two (2) phases within a period of one year, with Phase One in January 2008 for a period of twenty-three (23) days and Phase Two for a period of seven (7) days to be completed before the end of December 2008;
- b. Submit a report of his activities to DOST and Host Institution after Phase One and a terminal report immediately after the completion of Phase Two engagement for proper evaluation;
- c. Recommend other activities/programs to enhance his engagement and other relevant undertakings to help achieve the objectives of the BSP;
- d. If applicable, submit to DOST any discovery, innovation, design, model or process relating to or arising from work on a research project funded by DOST while on engagement as Balik Scientist Awardee and abide by the rules governing intellectual property rights as observed by DOST and the Host Institution;
- e. Secure prior approval by DOST of any intent to leave the country before the expiration of his stay as covered by the Agreement;
- f. Conduct himself in a manner befitting his stature and submit himself to the jurisdiction of duly constituted authorities, and existing laws of the Philippines; and
- g. Refund in full or proportionately, if he has rendered at least 50% of the service obligation to the Host Institution, for failure to comply with the terms and conditions and to meet the target output(s) through his own fault or willful neglect, resignation or other causes within his control, all expenses incurred by the BSP incident to the award as determined by the DOST.

Host Institution shall:

- a. Agree to be assessed by DOST in relation to the Terms of Reference and proposed activities of the Awardee;
- b. Adhere to the responsibilities indicated in the approved workplan/agenda/terms of reference;
- c. Monitor and evaluate the activities of the Balik Scientist Awardee and make proper recommendation to DOST as warranted;
- d. Guarantee that the Awardee will be able to complete his term and activity within a period of one year;
- e. Commit to provide adequate and available equipment and facilities to ensure a productive stay of the Balik Scientist Awardee; and

- f. When feasible retain the Balik Scientist Awardee as part of its organization under mutually acceptable terms and under existing labor laws and regulations in the Philippines.

Effectivity: Effective 1 January 2008 and shall remain in force for a period of one (1) year with thirty (30) days term of the scientist

Date signed: 4 February 2008

U.P. Manila

Supplemental Contract between the University of the Philippines and the LSO Food Service (Lessee)

Lease: Lease for the Operation of the PGH Food Court

Implementing Unit: Office of the Vice-Chancellor for Administration

Particulars:

- a. After the public bidding conducted by the U.P. Manila Bids and Awards Committee II to operate the PGH Food Court providing the terms and conditions deemed beneficial and advantageous to U.P. Manila, a Contract of Lease was entered into between the Lessor and the Lessee for a period of five (5) years commencing after actual operation of the PGH Food Court;
- b. The terms and conditions for the contract are still being reviewed;
- c. The selection of the next lessee, should be through public bidding;
- d. The bidding and subsequent award of the contract was not resolved before the expiration of the contract;
- e. The Fiscal Policies and Operations Committee recommended the extension of the contract; and
- f. In consideration of the foregoing premises, the parties hereby agree to enter into this Extension Contract covering the period May 2008 to December 2008 under the same terms and conditions as provided for in the May 2003 until April 2008 Contract of Lease between U.P. Manila and LSO Food Service. The parties agree that the Lessor shall have the right to retain the deposit, advanced rental and Performance Bond issued in favor of the Lessor for three (3) months starting from the date of the termination of the Contract of Lease (Granting additional period to the Lessee) on December 2008.

Effectivity: May 2008 to December 2008

Date notarized: 4 November 2008

U.P. Open University

Licensing Agreement between the University of the Philippines Open University (Licensee) and Dr. FELIX LIBRERO (Licensor)

Licensed Material: Book entitled "Distance Education in the Philippines: Issues and Concerns"

Particulars:

- a. The Author grants to Licensee the exclusive right to publish, reproduce, publicly distribute and sell the Licensed Material

- or any portion thereof for educational and commercial purposes;
- Licensee shall not modify or create a derivative work at the Licensed Material without the prior written permission of Licensor;
 - Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Material; and
 - The Author shall be entitled to 35% of the net income of the Licensee from the distribution and sale of the Licensed Material.

Date notarized: 19 September 2008

U.P. Mindanao

Memorandum of Agreement between the University of the Philippines Mindanao (First Party) and Barangay Mintal (Second Party)

Project: Offering of the Civic Welfare Training Service (CWTS) as part of the program component of the National Service Training Program, as mandated under Republic Act 9163 approved on 23 January 2002

Particulars:

Obligation of the Parties:

The First Party shall:

- deploy U.P. Mindanao students taking up CWTS 2 - DHK to Mintal, Tugbok District as part of the requirement of the course;
- through its instructor, from time to time visit to monitor or participate in the activities of the U.P. Mindanao students;
- abide with and uphold all existing guidelines of the venue of the CSWTC 2 activities;
- evaluate the performance of the students according to a set of criteria and give the students a numerical grade, which shall constitute their performance in the project implementation;
- apply insurance paid upon enrollment to the students covered under the Memorandum of Agreement for CWTS 2 - DHK; and
- not be liable to any damage or prejudice caused to third persons arising out of or related to the agreement, provided that there was no negligence on the part of U.P. Mindanao.

The Second Party shall:

- provide the U.P. Mindanao students with the necessary learning opportunity by allowing employees and other constituents who will volunteer to participate in the sports program and provide venue therefor;
- appoint a designated staff as a counterpart for this activity who will supervise, manage, coordinate and evaluate the performance of U.P. Mindanao students in coordination with the First Party; and
- coordinate with the First Party, through the CWTS 2 instructor, on issues and problems regarding the conduct of the students.

Effectivity: Effective immediately upon signing and shall be effective for the School Year 2008-2009, subject to confirmation by the Board of Regents

Date notarized: 22 September 2008

Interactive Multimedia Instructional Material Development Grant between the University of the Philippines Mindanao (First Party) and Dr. Evelina E. Ayson (Second Party)

Project: Interactive Multimedia Instructional Material Development Grant

Amount: P5,000.00 Development Grant

Particulars:

- On March 8, 2006, an Interactive Multimedia Instructional Materials Development Grant Contract was granted by the University, through the Interactive Learning Center. The abovementioned parties, as the Project Team, shall develop Learning Object No. 1 entitled: "The History of the Philippine Prehistoric Studies," and Learning Object No. 2 entitled: "The 10th Century Documents". The project completion is six (6) months, which is 1 January 2006 to 30 June 2006;
- On March 5, 2007, a supplemental contract was executed by the parties due to changes in the terms and conditions in the original contract, such as period completion, parties to the contract, etc.; and in view of the resignation of the Author, Andrea V. Campado, and the acceptance of additional task of a party to the contract, hence, this Contract. The Instructional Designer, Dr. Evelina E. Ayson, accepted the additional task to be Co-Author of the project. As Co-Author, the latter agrees to an honorarium of 50% of the honorarium of the Author or in the amount of P5,000. Likewise, the same agrees to completely finalize Learning Object 2 (LO2);
- The Intellectual Property Rights shall be solely owned by the First Party with acknowledgment to the Project Team which includes the Second Party;
- The First Party shall not be liable to any damage or prejudice caused to third persons arising out of or related to this contract, provided that there is no negligence on the part of the First Party;
- Taxes, if there are any, shall not be borne by the University;
- Prior to any judicial action, the parties shall be required to undergo the arbitration/conciliation proceedings under Republic Act No. 9285, also known as the Alternative Disputes Resolution Act of 2004; and
- The exclusive venue for judicial actions arising out or related to this contract shall be filed in the proper courts of Davao City only.

Effectivity: Effective upon confirmation of the Board of Regents

Date notarized: 17 October 2008

OTHER MATTERS

Resignation of Prof. CYNTHIA V. ISAAC as Dean, College of Allied Medical Professions, U.P. Manila effective 1 November 2008

Hereunder is the letter of resignation of Prof. Isaac:

"Dear Chancellor Arcadio:

Foremost, let me express my heartfelt gratitude to the University of the Philippines Manila since 2004 and to your benevolent administration since 2006 for the continued

support extended to the College of Allied Medical Professions, the Dean, its faculty, REPS and administrative staff.

However, I tender my resignation as Dean, the appropriate effectivity of which to be determined by the Chancellor, for health reasons. I have been experiencing vertigo, frequent postural instability, and occasional hemilateral headaches which I believe to have affected my cognitive processing/reactions. Because I have familiar predispositions to cardiovascular and neurosensory conditions, I would like to take time to attend to these health issues.

Recognizing these threats to my wellness and ability to continue serving the University in good health as a faculty and as an administrator, I am also respectfully applying for sabbatical for rest and relief.

Let me thank the Lord, the University and the College for giving me the opportunity to serve as Dean.

Sincerely,

CYNTHIA V. ISAAC, Med, OTR, OTRP"

The Chancellor of U.P. Manila and the President have endorsed this resignation.

Board action: APPROVAL.

Memorandum of Agreement between the University of the Philippines Diliman (First Party) and the University Athletic Association of the Philippines (UAAP) (Second Party)

Project: Permanent UAAP Secretariat at the College of Human Kinetics, U.P. Diliman

Implementing Unit: College of Human Kinetics, U.P. Diliman

Particulars:

The parties shall establish a permanent UAAP Secretariat at the College of Human Kinetics, subject to their respective legal, financial, and administrative capabilities.

The First Party, through the College of Human Kinetics, shall:

- a. Provide a room which shall house the archives, eligibility records and other information related to the work of the Second Party;
- b. Have authority to observe and monitor the work of the Secretariat; and
- c. Maintain and control the use of the room.

The Second Party shall:

- a. Provide the logistic support of the Secretariat; and
- b. Decide on matters related to the work done within the Secretariat.

Effectivity: Effective upon signing of both parties and shall remain in effect for three (3) years subject to renewal upon mutual consent of the parties

Date notarized: 15 October 2008

Board action: APPROVAL.

Application for Locational Clearance and Building Permit Covering the Construction of a Lift Station by the Manila Water, Inc. (MWI) in the U.P. North Science and Technology Park (UPNSTP)

This refers to Manila Water, Inc. (MWI)'s application for a locational clearance with the Quezon City Planning and Development Office Zoning Administration, and a building permit with the Office of the City Mayor, Quezon City, covering an area within the U.P. North Science and Technology Park (UPNSTP) for the purpose of constructing a lift station (pumping station). Considering that the University is the registered owner of the land upon which the lift station was constructed, its consent is required in the application forms.

As part of the requirement for the construction of the lift station, MWI requests that the university issue a Secretary's Certificate attesting to the approval of the construction of the lift station and the authority of Dr. Cao to sign the application documents.

Prior to the issuance of the required Secretary's Certificate, the matter must first be submitted to the U.P. Board of Regents for approval. Attached is a draft resolution for consideration of the U.P. Board of Regents for grant of consent to the applications and the appointment of U.P. Diliman Chancellor, Dr. Sergio S. Cao, as the authorized signatory and representative of the University in the application documents.

The President recommends approval of the corresponding board resolution and the issuance of the requisite Secretary's Certificate in order to facilitate the application. A draft Secretary's Certificate is also attached for the Board's consideration.

Board action: APPROVAL.

Motion for Reconsideration Re: One (1) year Suspension of Mr. RONALD O. CHUA of the College of Law

Hereunder is the Vice President for Legal Affairs' Memorandum for the Board of Regents, dated 18 November 2008:

"STATEMENT OF THE CASE:

In a Resolution of the Executive Committee (EXECOM) dated 23 August 2007, it affirmed the Decision of the Dean of the College of Law finding herein Respondent Ronald O. Chua ["RESPONDENT"] guilty of violating Section 2(a) of the Rules and Regulations on Student Conduct and Discipline (RRSCD), and imposing upon him the penalty of one (1) year suspension.

On 14 September 2007, Respondent filed a Motion for Reconsideration which was subsequently denied by the Office of the President in a Decision dated 04 April 2008. In its Decision, the Office of the President modified the penalty and increased it to two (2) years in consideration of the provisions of the Code of Ethics of Lawyers.

On 30 April 2008, Respondent filed a Notice of Appeal with the Board of Regents (BOR). On 19 June 2008, the Board of Regents denied the appeal of respondent, and adopted the arguments of the Office of the President contained in a Memorandum dated 10 June 2008, thus:

"xxx Respondent Chua's assignment of errors have been discussed and considered thoroughly in the President's decision. There being no new matters raised in his appeal, we therefore recommend that his appeal be dismissed for lack of merit. xxx"

(Excerpt from the Minutes of the 1233rd Meeting of the Board of Regents, p. 3)

On 17 July 2008, Respondent filed his motion for reconsideration on the action of the BOR denying Respondent's appeal, as found in the Minutes of the 1233rd BOR Meeting held last 19 June 2008.

RESPONDENT'S GROUNDS FOR RECONSIDERATION:

In seeking for reconsideration of the BOR's affirmation of the decision of this Office, Respondent claims the ff:

1. "xxx Due Process rights of Respondent-Movant were violated when, without notice, a violation of the Code of Professional Responsibility for Lawyers was brought against him to increase the penalty imposed by the EXECOM from one (1) year suspension to two (2) years suspension. xxx" (Motion for Reconsideration, 17 July 2008, p. 2); and
2. "xxx Respondent reasserts that he did not willfully and deliberately ignore the instruction given by the proctor. xxx" (Motion for Reconsideration, 17 July 2008, p. 3).

COMMENT:

Respondent's motion must fail on the following grounds.

First, his claim of denial of due process is raised for the first time on motion for reconsideration. His failure to raise it at the earliest possible time, i.e. at the time when he actually filed his notice of appeal, constitutes a waiver of his right to question any alleged denial of due process.

Be that as it may, his allegation of denial of due process is misplaced. Section 25 of the RRSCD provides thus:

"xxx SECTION 25. Sanctions

(a) Any student found guilty of the misconduct defined in Section 2 (a) shall be penalized with suspension for not less than one (1) year. (underscoring supplied) xxx"

Hence, in cases involving students found guilty of misconduct, the RRSCD gives the disciplining authority ample discretion to impose a penalty higher than the minimum, meaning one that exceeds one (1) year. In determining the appropriate penalty to be imposed, the disciplining authority must take into consideration all factors involved in the incident subject of the case, including, but not limited to, the standards of the profession in which the student seeks admission. It is for this reason that the provisions of the Code of Professional Responsibility of Lawyers were duly considered.

Having previously completed a bachelor's degree prior to entering law school, law students, like other post graduate students, are more highly regarded than undergraduate students in the University. They are expected to set a standard and an example for others to follow. Hence, the minimum standard of ethical behavior cannot be applied to them.

Being a law student, Respondent is being trained to be an officer of the court, and a champion of the rule of law. As such, so much is expected of him - honesty, integrity, respect for the rules and the law. To give him the minimum penalty would undermine the high standard of ethical behavior required of every aspirant of the legal profession.

In committing this specific misconduct, Respondent clearly failed to measure up to the ideals so cherished by the profession that he seeks to enter. Considering that his chosen profession upholds such values, and given all the foregoing matters, his misconduct cannot go unpunished, nor should he be given merely the minimum penalty, which may be applied to others on whom less expectations are accorded.

Further, in administrative cases, what is necessary is that the respondent is sufficiently informed of the violative act which he allegedly committed, in this case, the act of cheating. Hence, in determining the penalty, what is controlling is not the designation of the offense against him as stated in the Formal Charge, but the acts alleged in the Formal Charge. As stated in *Dadubo v. Civil Service Commission*, thus:

"xxx The charge against the respondent in the administrative case

need not be drafted with the precision of an information in a criminal prosecution. It is sufficient that he is apprised of the substance of the charge against him; what is controlling is the allegation of the acts complained of, not the designation of the offense xxx" (*Dadubo v. Civil Service Commission*, 223 SCRA 747, 754, 28 June 1993).

In the more recent case of *Bacsin v. Wahiman*, the Supreme Court ruled:

"xxx It is clear that petitioner was sufficiently informed of the basis of the charge against him, which was his act of improperly touching one of his students. Thus informed, he defended himself from such charge. The failure to designate the offense specifically and with precision is of no moment in this administrative case. xxx" (*Bacsin v. Wahiman*, G.R. No. 146053, April 30, 2008)

In instant case, the designated offense or charge remains the same. It was just the penalty imposed that was increased after taking into consideration other relevant factors. As stated above, the act of imposing a higher penalty is allowed under Section 25 of the RRSCD.

Finally, Respondent has not raised any new matter in his defense to warrant a second look at the decision rendered by the BOR.

In view of the foregoing, we hereby recommend that the motion for reconsideration filed by the Respondent be denied with finality."

Board action: DENIAL of the Motion for Reconsideration with Finality.

Grant of Authority to the President to Receive Donations and Sign Deeds of Donation

The Board reiterated the grant of authority to the President of the University to receive donations and to sign deeds of donation.

Specifically, the President was given the authority to receive the donation of a 5.17 hectare lot at the South Road Properties, Cebu City, to house a crucial component of UP's centerpiece towards modernization and creativity for Cebu. Moreover, the President was given the authority to sign the deed of donation.

Board action: APPROVAL.

Inclusion of the University of the Philippines in the Revised Compensation and Position Classification System (SSL III)

The President informed the Board that she has written to the Honorable Junie E. Cua, Representative, Lone District of Quirino, expressing her comments on Joint Resolution No. 24. The latter reviews the government's salary structure.

On behalf of the U.P. Community, the President has expressed her concern over Item 8 of Joint Resolution No. 24 that would exclude the University of the Philippines from the coverage of the Revised Compensation and Position Classification System proposed under the Joint Resolution.

Section 8 of Joint Resolution No. 24 provides that "government agencies which by specific provision/s of laws are authorized to have their own compensation and position classification system shall not be entitled to the salary adjustments provided herein. Exempt entities shall be governed by their respective compensation and position classification system." By virtue of the power conferred by RA 9500 on U.P. to draw up its own classification and compensation plan for its faculty and staff and to fix salaries and benefits, it would appear that U.P. would be covered by Section 8 of the Joint Resolution even as it does not expressly provide that U.P. is an exempt entity.

The President pointed out that despite the authority granted under the Charter, U.P. is, at the moment, not in a position to adjust the salaries of its faculty and staff to the level that the U.P. Charter contemplates. Even if U.P. were to allocate its own funds towards the

adjustment of salaries, it is also not in a position at this time to sustain any such adjustments. It must be taken into account that the Charter was signed only in April 2008 and took effect one month after.

U.P.'s exclusion from the Standardization Law under Item 8 of Joint Resolution No. 24 would be prejudicial to its faculty and staff because it would mean that U.P. would now have the lowest paid faculty and staff among all SUCs simply because it is not yet in a position to come up with the classification and compensation scheme and look for a sustainable funding scheme. This situation would be inconsistent with U.P. being a *primus inter pares* among SUCs because SUCs who would not have the same authority conferred on U.P. would enjoy and continue to enjoy salary adjustments under the SSL III.

U.P.'s exclusion would also be inconsistent with the text, tenor and spirit of the Charter which declares the strengthening of U.P. as state policy and declares, as among its purposes, the protection and promotion of the professional and economic rights of its academic and non-academic personnel.

The President proposed that Item 8 be reworded, as follows:

(8) *Exempt Entities.* – Government agencies which by specific provision/s of laws are authorized to have their own compensation and position classification system shall not be entitled to the salary adjustments provided herein if the compensation package these agencies have is far superior to the package that would be given such agencies were it not for this exemption. Exempt entities shall be governed by their respective compensation and position classification system; PROVIDED, That such entities shall observe the policies, parameters and guidelines governing position classification, salary rates, categories and rates of allowances, benefits and incentives, prescribed by the President; PROVIDED, FURTHER, That any increase in their existing salary rates as well as the grant of new increase in the rates of existing allowances, benefits and incentives shall be subject to approval by the President, upon recommendation of the DBM; PROVIDED FINALLY, that the University of the Philippines, the national university, which under Republic Act No. 9500 is authorized to draw up its own compensation and position classification scheme, shall continue to be entitled to the salary adjustments provided herein until such time that it shall have drawn up its own compensation and position classification system and generated enough funds to sustain its own salary adjustment and benefit improvements.

The President said that "allowing U.P. to continue availing of the salary adjustments that will result from the passage of the revised SSL will bring us closer to the mandated policy in the U.P. Charter of strengthening the University and to "perform its unique and distinctive leadership in higher education and development" and to continue to produce graduates who, in every aspect of national life, are persons of innovation, impact, and influence and are, genuinely, leaders.

The U.P. community will be truly grateful to Congress if it so kindly considers our request and suggestions favorably."

Board action: The Board of Regents agreed with the points raised by the President in her letter to Representative Junie E. Cua. The Board supports the inclusion of U.P. in the SSL III.

UPLB Oblation

Regent Davide informed the Board of Regents of the sorry state of the UPLB Oblation.

The Secretary of the University was instructed to relay this concern to Chancellor Velasco so he could take the appropriate action.

On Campus Security

Chancellor Cao presented to the Board the following report on campus security prepared by Dr. Cynthia Grace C. Gregorio, Vice-Chancellor for Academic Affairs:

"In view of the recent robbery of an armored van of the Philippine Veterans Bank (PVB) at the Bahay ng Alumni which resulted in the violent death of three people, the Office of the Vice Chancellor for Community Affairs would like to appraise you of the existing security measures being observed on campus and propose strategies on how to improve and/or strengthen said measures.

1. Present Campus Security Personnel and their Responsibilities

1.1 The UP Diliman Police

The UPDP, a force of 49 police personnel distributed in three (3) shifts per day, is mainly in-charge of campus security. It is UPDP that responds to concerns relating to security from protests rallies, theft, snatching, traffic violations, fire and other similar incidents. Whenever necessary, the UPDP coordinates and/or seeks assistance from the Philippine National Police or the Bureau of Fire Protection during cases where the former is not equipped to handle. On the average, there are 11 personnel on duty each shift, 4 of which are dispatched to conduct patrolling of the core of the campus, residential areas and nearby communities.

There are 2 patrol vehicles, both over 10 years old and prone to mechanical breakdown very often. Only one motorcycle is functional. The UPDP does not have a firetruck.

The average age of UPDP personnel is 50 years old and above. This year, 3 are expected to retire.

1.2 Special Services Brigade (SSB)

The SSB is a 70-man auxiliary security unit, organized to conduct foot patrol around the campus core. The SSB does not possess police powers but functions to augment security requirements of the campus such as visibility of security personnel in the campus core. The SSB assists the UPDP in deterring crimes on campus and apprehending offenders. Deployment of SSB personnel is for 24 hours, on a 3-shift rotation per day.

SSB personnel are also deployed in some residential areas to do foot patrol especially in the evening.

The SSB personnel are composed of non-UP contractuels whose appointments are renewed every six (6) months. They are not considered employees of the University.

1.3 Private Security

Two private security agencies handle security in academic buildings and administrative offices, in the south and north sectors of the campus, respectively. There are a total of 259 security guards deployed by the security agencies between the two sectors (149 at night, 110 during the day). Twenty four (24)-hour security is provided by the security guards on a 2-shift rotation. Depending on the size and layout of a building, the maximum number of security guards assigned to a building is two at a given time. Most buildings only have one security guard per shift.

The Supervisory Team for Private Security (SIPS), composed of 5 UPDP personnel, handles the supervision of the private security guards

and monitors the compliance of the security agencies with the provisions of our security contract.

These security guards are expected to keep a close watch on the premises of the building (inside and immediate surroundings) and report any untoward incident(s) to the UPDP.

The entry/exit points of the University are manned by security guards. During the day, no "special" inspection is conducted by the guards on vehicles that enter/leave the campus. At certain times during the day, selected entry/exit points are open to vehicular traffic. By 10 P.M. entry to the University is possible only through the University Avenue. Security guards conduct a quick check/inspection of all vehicles entering the campus beyond 10 P.M. Cab drivers are required to leave their license at the checkpoint.

1.4 Task Force on Squatting Communities and Housing Utilities

The TFCSHU is composed of a 5-man team consisting of 2 UPDP personnel, 2 SSB personnel and 1 civilian personnel. The task force is in charge of monitoring University land that is presently occupied by informal settlers, making sure that no new structures rise in these areas and that the entry of new settlers is immediately stopped.

Also included in the contract of the security agencies is the monitoring of the illegal entry of informal settlers on campus. These agencies deploy a team that works with the TFCSHU in carrying out this particular function.

2. Appraisal of Present Campus Security Personnel, Security Measures vis-à-vis the campus landscape

The very porous boundaries of the University make it open to almost everyone, even to illegal settlers and undesirable elements. There are no fences or walls that protect the campus, nor separate the academic zone from residential areas. The campus is one contiguous space that interconnects the academic zone with residential areas.

Complicating this unique set-up is the use of University roads by the public. A study by the NCTS¹ has shown that almost 50% of vehicles that enter the campus is considered "through traffic". Unfortunately, it is very difficult to put in place an effective mechanism to monitor egress and ingress due to this open access to motorists. Some years back, a proposal to institute a sticker system to regulate the entry of vehicles on campus encountered fierce objections from many sectors in the University. The proposal did not prosper.

Checkpoint guards during the day do perfunctory visual inspection of vehicles (and pedestrians) that enter and leave the premises of the University. The effectiveness of these checkpoint guards is admittedly minimal. Meanwhile, the University achieves a certain level of security in the fact that every building has at least one security guard that will compensate for the lax security in the entry/exit points of the campus.

The No I.D., No Entry policy instituted by a number of colleges, which aims to regulate entry of outsiders in academic units, has been bombarded by negative feedback from the ranks of faculty and students. Despite this, many colleges insist on implementing said policy for security reasons.

The UPDP, with its limited resources and with a personnel profile of having more staff nearing retirement age, admittedly does not possess the capability to cope with the complex security requirements of a huge University such as UP Diliman. For the longest time, the force has been badly fragmented and suffers from low morale due to its shrinking size and lack of much needed resources such as road-worthy patrol vehicles, firearms, and other resources. The insecurity brought about by the temporary employment/appointment status of a number of the UPDP also contributes to the low morale resulting in decreased efficiency. The

restriction in hiring new police personnel has forced the University to make do with its existing force. A recent request for authority to fill two (2) vacant police personnel items took more than a year before it was approved.

Despite the limitations that confront the University's security units, the UPDP, SSB and the private security guards manage to maintain peace and order on campus. The visibility of the SSB on foot patrol, somehow, provides a feeling of security to faculty, staff and students. Admittedly, existing security will never suffice to completely secure a university whose roads are open to the public, whose boundaries are hardly secured due to absence of physical barriers, whose attempts to implement policies to increase security on campus such as having a sticker system and closing some access points encounter strong opposition from many sectors, from inside the university as well as from outside.

3. Proposed measures to improve campus security

It will require a strong political will to implement policies/measures in the University if the goal is to have a safer and more secure campus. The strongest argument that the University can invoke is that, first and foremost, it is an academic institution. It is the national university and therefore deserves to implement policies that will nurture academic excellence in a setting or environment that is free from threats or danger. What use does it have to have a pool of brilliant Ph.D.s, the crème de la crème of the nation's students if there is a very high level of insecurity within the campus? The sanctity of UP as an academic institution must be preserved. State universities abound in the country and almost all of these institutions are not readily accessible to the public. Therefore, the more that UP as the national university, should argue that it must also maintain the same exclusivity.

3.1 Implementation of a sticker system

The arguments raised by many sectors in the past, both positive and negative, of having a sticker system remain the same to this day. However, due to the violent incident at the Bahay ng Alumni, the University cannot afford elements that endanger lives of its constituents have ready access to the campus. A sticker system shall ensure that only people with legitimate business on campus can enter its grounds. Through traffic shall also be greatly reduced. This reduction in the entry of vehicles shall, among other things, reduce vehicular emissions on campus.

The implementation of this policy shall also require meticulous inspection at the entry points of the campus by security units and an effective mechanism of monitoring entry of outsiders to the campus.

The policy may antagonize many outsiders who will exert pressure on University officials and insist that university roads are of public nature, thus, should be made accessible to the public.

3.2 Closure of certain entry/exit points on campus

Should the plan to implement a sticker system not prosper for some reason, the alternative approach to regulating entry to the campus is by closing the present entry/exit points within the campus. The University Avenue shall be the only access to the University. A mechanism to identify faculty, staff, students and residents shall be put in place so that outsiders can easily be identified.

The scheme will cause inconvenience to many constituents but is effective in regulating the ingress of outsiders to the campus.

3.3 Holding of security summit

In the light of the recent robbery incident on campus, it is proposed that a security summit be organized and resource persons who have comprehensive experience on security and related fields be invited to provide much needed input on campus security. The summit should also be designed to assess present campus security. Realizable measures

¹Transportation and Traffic Management Plan for the University of the Philippines Campus (Jan. 2008 NCTS Final Report)

that shall be implemented within a short period of time must be crafted during the summit.

The Chancellor of U.P. Diliman informed the Board that he has discussed the aforementioned report with his Deans. He pointed out that there are certain policies which are conflicting in addressing security concerns. For instance, under the open campus concept, the university allows the public to come. On Sundays, the Oval is carless and is used as a picnic ground by the general public. If there is this open campus concept, how can one impose restrictions on entry of people? There are two churches inside the campus. The University allows outsiders to come to hear mass so that makes it difficult again to control the entry and exit of the general public.

Chancellor Cao informed the Board that there is a plan to hold a Security Summit where experts will be invited to come up with a Program for Security.

Regent Tiongco said that he was in the Bahay ng Alumni during the bank robbery where three people were killed. He noted that the first to arrive was the Quezon City police, followed by the Special Services Brigade (SSB). The last to arrive was the U.P. Police. The Regent said he was there when the Quezon City Police scolded the U.P. Police, why it took time before the latter arrived. He was informed by Vice-Chancellor Gregorio that the University is not prepared for this kind of eventuality.

Regent Tiongco said that he has written to Vice-Chancellor Gregorio on the need to have a contingency plan, e.g. an alarm system or an immediate response system. He said there might be a need to put somebody in-charge who knows about security. The suggestion to get technical people must be done now.

Chancellor Cao clarified that the U.P. Police have special assignments. They do not have the same powers as the Quezon City Police. It was the U.P. Police that called the Quezon City Police that is why the latter came in.

The Veterans Bank incident was timed with the collection and payment of tuition. The U.P. Police was instructed to guard the payment areas. When the shootout happened, the Chancellor's initial reaction was to ensure that the payment areas were guarded. What happened in the Veterans Bank was not something that can be handled by the U.P. Police. The University never planned for a bank robbery.

Regent Tiongco pointed out that the University has to plan for this kind of a contingency. If the University does not have the capability for security, this might as well be given to the Quezon City Police.

The President clarified that given the University's agreements with the Department of National Defense (DND), Department of Interior and Local Governments (DILG) and the Philippine National Police (PNP), the University should be able to develop its own program to respond to emergencies, if it is to preserve its independence from the aforementioned government agencies. The community will be agitated if these agencies are allowed to come in.

During her time as U.P. Diliman Chancellor the President said, a police outpost for Station 9 was put up along the University Avenue. The University paid for their meals, for their gasoline and for their electricity, but they left the area. Apparently, Station 9 was undermanned. Moreover, the President said, the University was willing to have police presence in the Arboretum, at Philcoa and Katipunan where crimes are committed. What is resisted is police presence at the Academic Oval.

When two U.P. students were kidnapped, the University revived the provision on the creation of a Joint Monitoring Team. The concerned agencies sent the names of their representatives; when called to a meeting, they did not come.

Chancellor Cao informed the Board that he would call an initial meeting of the resource persons before the year ends so they can start coming up with a plan.

Regent Tiongco proposed that the University hire immediately a consultant on security matters.

The President said she would take up the matter of campus security with the Chancellors in the forthcoming meeting of the President's Advisory Council.

Regent Sarmiento proposed that the Office of the Philippine President prepare a plan to wall the campus for Security reasons. Regent Rivera said that maybe the CHED Chair could follow this up.

Grant of Right of Way to MERALCO at Barangay Krus na Ligas

The Board of Regents agreed to grant MERALCO a right of way at Barangay Krus na Ligas. This is to enable the power firm to install electricity at the aforementioned area. The Board made it clear, however, that Krus na Ligas is a University property and that the informal settlers are there out of the University's "tolerance" and may be asked to vacate anytime.

Statement of Sympathy over the Demise of Dr. ARMAND V. FABELLA, Former Chair of the Board of Regents

The Board of Regents of the University of the Philippines expressed its condolences to the family of Dr. Armand V. Fabella who served with distinction as Chair of the Board of Regents in 1992 until 5 July 1994.

The THES-QS University Rankings

Regent Chua inquired from President Roman what transpired after the Regional Director of QS Asia Quacquarelli Symonds Pte Ltd e-mailed her informing her that UP's ranking has gone up and if the University would like to consider advertising at a very attractive price.

The President informed the Board that in one of the international conferences she has attended, she was informed by the President of University Sains Malaysia that the THES-QS University Ranking is a business oriented undertaking. In the first survey, the University ranked very high because of their international students. They considered the Chinese Malaysians and the Indian Malaysians as foreigners. When they discovered that these were all Malaysians, the University's ranking went down.

In the survey, the National University of Singapore ranked higher than UC Berkeley. This is not believable.

Apparently, one of the criteria used is peer rating. They asked academic peers all over the world to name the top 40 Universities in the world. Of course, these academicians would vote highly for universities in the United States and Europe like Harvard, Princeton, Oxford, Cambridge, etc. Of the 100,000 questionnaires that they sent, less than 1% responded. On that basis, THES-QS made their conclusions. The methodology used is flawed.

The University has its natural limitations, e.g., it cannot really have many foreign students. The University cannot even accept all Filipino applicants. Why would it accept foreign students? There are queries, for instance, from India as well as from Iran, if the University accepts foreign student in its Medical Program. UP cannot even accept all qualified Filipino students, how could it accept foreign students in its medical program?

Another limitation is the hiring of international faculty. UP's salary is not competitive. Thus, it cannot hire international faculty. There is also the requirement that no international faculty should be hired unless it can be proven that there is no qualified Filipino faculty to teach the subject.

The President informed the Board that she really does not know where THES-QS got the data for U.P., which are not really accurate. The President of De La Salle also informed the President that the data used for their university are not also accurate. He also told the President

that when he corrected the data for La Salle, the university's ranking went down.

The Presidents of European Universities, according to President Roman, noted that the problem with the THES-QS Rankings is that they count what should not be counted and they do not count what should be counted.

The President informed the Board that she would take up this issue again with the Chancellors. She would again ask the Chancellors if they are willing to participate in this survey and if yes, agree on the data that should be given.

On the Selection of Faculty Regent

The President informed the Board that there were three nominees: Dr. Dante Canlas from the School of Economics, Dr. Leticia Peñano-Ho from the College of Education and Dr. Judy Taguiwalo from the College of Social Work and Community Development. The latter garnered the most number of votes. Thus, Dr. Taguiwalo sits as new Faculty Regent, effective 1 January 2009.

In the past, whoever gets elected as Faculty Regent is appointed by the President of the Philippines. Under the New U.P. Charter, there is no mention that the Faculty Regent is going to be appointed by Malacañang. The President said she would go by the provision in the New U.P. Charter that governance of the University is vested in the Board of Regents. Therefore, the Board should be informed and should consider. The President mentioned that in the future there could be a case where there would be a tie, it is the Board who should resolve cases like these.

One possible issue that may crop up in connection with the election of Dr. Taguiwalo as Faculty Regent is her membership in the Union. Will there be no inconsistency being part of management, at the same time member of the Union? At present, there is a requirement that a faculty administrator who wants to be Faculty Regent should resign from his/her administrative post. Shouldn't this be the same also for a union member who gets elected as Faculty Regent?

Regent Sarmiento pointed out that a Union member who gets elected as Regent should resign from the Union.

Regent Librero said that it must be made clear with the incoming Faculty Regent that she represents the entire faculty, not only the Union.

The President reiterated that the Board must assume the responsibility of settling issues such as those cited since governance is vested in it. Or, she said, the Board can let the faculty decide.

Regent Abdulwahid recalled that in the last meeting, the Board agreed to confirm the selection of the sectoral regents, i.e. Faculty, Staff and Student Regents.

The President then asked the Board how they see their role vis-à-vis the selection of the sectoral regents. The Board would go by the results of the election, but she asked if there is a need for Board confirmation.

The Board agreed that the elected sectoral regents would take their oath before the Chair of the Board or the President of the University. There is a need for the Board to confirm the selection. The sectoral regents should be advised that they should try to predict what the possible scenarios might be and that they must have a rule for each of these possible scenarios (e.g. how to resolve a tie, what if only 50% participate in the voting).

The Board resolved to welcome and congratulate incoming Faculty Regent Judy Taguiwalo. The Board resolved further that the University Councils shall now proceed to determine the process of selecting the Faculty Regent.

STUDENT REGENT'S REPORT ON THE SELECTION OF THE STUDENT REGENT

The Office of the Student Regent (OSR) has conducted its consultations and information drive in UP Diliman, UP Los Baños, UP Manila, UP Visayas, UPV Cebu College, UPV Tacloban College and UP School of Health Sciences in Palo, Leyte on the rules and qualifications of the next Student Regent (SR) selection. Consultations in other UP units will be held in succeeding days.

As stated in Section 12 (g) of the newly approved UP Charter, the rules and qualifications for the selection of the next SR need to be approved in a referendum by the students. As a response and compliance to this provision, the OSR has proposed the following schedule of consultations, conduct of referendum and SR selection process:

November – December 2008	Consultations and information dissemination drives in all UP Units
December 19, 2008	All Student Councils' Meeting (General Assembly of Student Councils)
January 19 – 23, 2009	Simultaneous conduct of referendum in all UP Units
March / April 2009	Selection of UP Student Regent 2009

UP University and College Student Councils will also hold their own information drive and consultation mechanisms to supplement the rounds of consultations of the incumbent SR. All student councils are highly encouraged to submit to OSR comprehensive reports on the conduct of their consultations on or before December 12, 2008.

Given the financial limitations of the Office, the incumbent Student Regent has requested financial assistance from the UP administration to implement this undertaking.

According to the Office of the Vice President for Legal Affairs, fifty percent plus one (50% + 1) of the total student population of the UP System must participate in the referendum to consider it valid. The University and College Student Councils shall finalize the rules and qualifications which shall be subjected to a referendum in January 2009.

The OSR shall coordinate with the Vice Chancellors for Student Affairs and Directors of Student Affairs on the conduct of referendum after the General Assembly of Student Councils.

Board action: **Notation.**

Update on the U.P. Visayas Tacloban College by Chancellor Minda J. Formacion

Chancellor Minda J. Formacion and Dean Virgildo Sabalo gave the Board an update on U.P. Visayas Tacloban College. They highlighted on the following: historical background, profile of the faculty, student enrollment, resources, publication, awards and recognitions.

Chancellor Formacion informed the Board of the need for funds for the following:

- Repair of Guest House roofing
- Repair of DNSM roofing
- Rehabilitation of Leyte-Samar Heritage Building
- Completion of covered walk
- Rehabilitation of the Botanical Garden
- Repair of the Second Floor of DM Building

Request of the All U.P. Workers Union to Pay the 3rd Rice Subsidy in Cash

The All U.P. Workers Union, through its President requested the President of the University to pay the third rice subsidy in cash due to the failure of bidding held on 28 November 2008. The Union further requested that the following be indicated in the pay slip of every employee entitled to the rice subsidy:

“3rd rice subsidy – CNA between U.P. and
All U.P. Workers Union”

The President informed the Board that she has approved the aforementioned requests.

DEEDS OF DONATION

U.P. DILIMAN

Deed of Donation and Acceptance between the University of the Philippines Diliman (Donee) and Mr. Victor Emmanuel Carmel Nadera, Jr. and Dinah Palmera P. Nadera (Donors)

Donation: Playground equipment with an estimated cost amounting to P20,000.00

- 1 set – Big Climber with Slide & Swing, Step 2 (used) and
- 1 unit – Boat, Tuggy, Step 2 (used)

End-User: Child Development Center, Department of Family Life and Child Development, College of Home Economics, U.P. Diliman

Particulars:

- a. The Donors do transfer and convey, by way of donation, unto said Donee the absolute ownership of the property with an estimated cost amounting to P20,000.00;
- b. The Donee accepts and acknowledges receipt of the donation made in its favor by the Donors, and expresses its appreciation and gratitude of the kind generosity of the donors and hereby warrants that the equipment and property donated shall be properly maintained and utilized solely and exclusively for the purpose intended by the Donors; and
- c. The Donee shall exercise exclusive and sole ownership of the equipment and property subject of the deed of donation.

Date notarized: 1 August 2008

Deed of Donation between the University of the Philippines Diliman through the College of Law (Donee) and the Family of Justice JOSE Y. YULO (Donor)

Donations: Renovation of Room 304 (Yulo Lecture Room) located at the 3rd Floor, Malcolm Hall, College of Law, U.P. Diliman

Particulars:

- a. The Donor intends the officials, employees and students of the Donee to make full use of the Improvements, in furtherance of the Donee’s official functions as an institution dedicated to providing quality legal education;
- b. The Donor hereby presents, transfers and conveys by way of donation to the Donee, its successors and assigns, the improvements, free from all liens and encumbrances; and

- c. The Donee hereby accepts unconditionally and without qualification the donation of the Improvements and hereby expresses its gratitude for the liberality of the Donor.

Date notarized: 2 October 2008

Deed of Donation and Acceptance between the University of the Philippines Diliman (Donee) and Dr. MA. PATRICIA V. AZANZA (Donor)

Donations: Office Furniture (used) described as follows:

- 1 unit- Computer table – P1,500.00
- 1 unit - Office table, tiled, 47 ½ x 30H x 20W, 2 shelves – P1,000.00
- 1 unit – Office table, 36L x 30H x 20W, 2 shelves – P900.00
- 1 unit Shelf, 42L x 30H x 25W, 4 swing door – P1,000.00
- 1 unit Cart, steel – P2,000.00

End User: College of Home Economics, U.P. Diliman

Particulars:

- a. The Donor does hereby transfer and convey by way of donation, unto said Donee the absolute ownership of the property described with an estimated cost amounting to P6,400.00;
- b. The Donee hereby accepts and acknowledges receipt of the donation made in its favor by the Donor, and expresses its appreciation and gratitude for the kind generosity of the Donor and hereby warrants that the office furniture donated shall be properly maintained and utilized solely and exclusively for the purpose intended by the Donor; and
- c. The Donee shall exercise exclusive and sole ownership of the furniture subject of the deed of donation.

Date notarized: 16 October 2008

**U.P. ENGINEERING RESEARCH
& DEVELOPMENT FOUNDATION, INC.**

Deed of Donation and Acceptance between the U.P. Engineering Research & Development Foundation, Inc. (Donee) and PHINMA Foundation (Donor)

Grant: PhP 1,500,000.00

Beneficiary Unit: College of Engineering, U.P. Diliman

Particulars:

- a. The Donor hereby transfers and conveys, by way of donation, unto said Donee the above-mentioned sum;
- b. The Donee accepts and acknowledges receipt of the donation made in its favor by the Donor, and expresses its appreciation and gratitude for the kind generosity of the Donor;
- c. The Donee warrants that the donated sum shall be utilized solely and exclusively for the purpose intended by the Donor (establishment of the Roger M. Murga U.P. Centennial Professorial Chair); and
- d. The Donee acknowledges that it shall be liable for all taxes that may be imposed relative to the Deed of Donation and that it shall undertake to furnish Donor copy of official receipt evidencing payment of said taxes if there is any or such other

documents necessary to comply with the Bureau of Internal Revenue's regulation regarding donation.

Date notarized: 11 July 2008

Deed of Donation among the University of the Philippines (Beneficiary/the University), Dr. Diosdado Banatao and Maria Banatao (Donors), and the U.P. Engineering Research & Development Foundation, Inc. (Donee)

Donation: US\$ 500,000.00

Beneficiary Unit: College of Engineering, U.P. Diliman

Particulars:

In consideration of the foregoing, and as an act of liberality, Donors hereby give, transfer, and convey by way of donation, unto the Donee, the abovementioned sum under the following terms and conditions:

- a. The Donee, with the consent of the Beneficiary, shall establish three (3) Dado and Maria Banatao Professorial Chairs under the Dado and Maria Banatao Institute (DMBI) for High Impact Engineering in the Philippines (HighER Philippines) and the Engineering Sciences Examination Bank at the College of Engineering, University of the Philippines;
- b. The donated sum shall be placed in a separate endowment fund to be managed by the Donee;
- c. The Donee, with the consent of the Beneficiary will install a signage at a prominent location at the main entrance of the U.P. College of Engineering (Melchor Hall) with the following heading "Grantee/s of Dado and Maria Banatao Institute for Higher Impact Research in the Philippines". Below the heading will be a list of the grantee/s with a short description of the problem that they are solving. In case the chosen grantee is from another constituent university, the same signage shall be installed at the constituent university where the grantee belongs. Each year the names of the additional grantees and the problem that they are solving shall be added to the signage.
- d. Any and all intellectual property rights over any and all intellectual outputs as a result of the research grant in favor of herein Donee shall be owned by and registered in the name of the Beneficiary. The costs for the registration shall be for the account of Donee;
- e. Any publication of the output of the research grant shall acknowledge the support and contribution of DMBI and the University;
- f. The Governing Principles on Intellectual Property Rights of U.P. not inconsistent with the provisions of the Donation shall apply suppletorily;
- g. The Donee and the Beneficiary warrant and agree that all monetary and other types of benefits/awards arising from the research grant (i.e., licensing, patenting) must be channeled back to the separate endowment fund mentioned in letter (b) hereof;
- h. The Donee warrants that the donated sum and the fruits thereof shall be utilized solely and exclusively for the purpose intended by the Donors;
- i. Any and all taxes, fees, notarization and other expenses resulting from this transaction shall be for the account of the Donee; and
- j. The Donee and Beneficiary hereby accept and receive this donation made in their favor by the Donors including all Donors' terms and conditions and hereby manifest their gratefulness for the latter's generosity and liberality.

Date notarized: 17 November 2008

U.P. FOUNDATION, INC.

Deed of Donation between the University of the Philippines Foundation, Inc. (Donee) and the Energy Development Corporation (Donor)

Donation: PhP 5,000,000.00

Beneficiary Unit: Institute of Biology, College of Science
U.P. Diliman

Particulars:

- a. The Donation shall be used to support the establishment and awarding of two (2) professorial chairs and a faculty grant to be known respectively as the Energy Development Corporation U.P. Centennial Distinguished Professorial Chairs in Biology (Biodiversity) and the Energy Development Corporation U.P. Centennial Distinguished Faculty Grant in Biology (Biodiversity) at the Institute of Biology, College of Science, U.P. Diliman;
- b. The Donee shall manage the Donation and only its earnings may be used in awarding the two (2) Professorial Chairs and the Faculty Grant;
- c. Subject to the immediately preceding section, each Professorial Chair shall provide an annual award in an amount not exceeding P100,000.00;
- d. The awarding of the Faculty Grant shall be governed by policies and rules determined by the Executive Committee of the above-mentioned Institute of Biology, as approved by the U.P. Diliman Chancellor on recommendation of the UPD College of Science Dean, subject to availability of residual earnings of the Donation. Should there be any residual earnings in any given year after the award of the Professorial Chairs and the Faculty Grant, the Donee may further use such residual earnings to purchase equipment and/or underwrite research and similar academically related endeavors in the Institute of Biology under similar approval processes enumerated therein;
- e. The Professorial Chairs and the Faculty Grant shall be awarded in accordance with the applicable policies and guidelines of the University of the Philippines in effect and consistent with the terms and conditions of the Deed;
- f. This Deed may only be amended by a written agreement of the Donor and the Donee;
- g. Any tax (including donor's tax) that may be imposed by virtue of this transaction or Deed shall exclusively be borne by the Donee;
- h. Notwithstanding Section 2 hereof, and in the spirit of the centennial celebration of the University of the Philippines, a portion of the Donation amounting to PhP300,000.00 shall be used in the year 2008 to confer to each of the first three (3) awardees the amount of PhP100,000.00;
- i. The Donee hereby accepts and acknowledges receipt of the Donation and expresses its sincere appreciation to the Donor; and
- j. It is understood that the Donation is subject to the timely formal establishment of the Energy Development Corporation U.P. Centennial Distinguished Professorial Chairs in Biology (Biodiversity) and the Energy Development Corporation U.P. Centennial Distinguished Faculty Grant in Biology (Biodiversity) by the Board of Regents.

CONTRACT/AGREEMENTS**U.P. DILIMAN****General Construction Agreement between the University of the Philippines Diliman (University) and the PGM Construction and Plumbing Services (Contractor)**

Project: Proposed Benito Soliven Room, Ground Floor
Malcolm Hall, College of Law, U.P. Diliman

Amount: PhP 576,628.45

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

Particulars:*The Contractor shall:*

- a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;
- b. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
- c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and
- d. Render warranty services on all works performed in accordance with the provisions of the Agreement and the Contract Documents.
- e. Prior to or upon signing of the Agreement, the Contractor shall furnish the University a Performance Bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the Agreement;
- f. The Contractor shall furnish the University with a Guarantee Bond in an amount equal to ten percent (10%) of the Contract Price, effective for a period of one (1) year reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.

The Office of the Campus Architect of the University shall have the following functions and responsibilities:

- a. Supervise all phases of the construction works covered under the Agreement;
- b. Conduct regular inspection of the ongoing construction works, its premises, including the inspection of the materials and supplies being used for construction;
- c. Recommend to the University or its proper authorities any work changes, suspension, or stoppage of the works; and
- d. Certify as to the percentage of completion of the construction works.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University's Delineation of Authority, have been complied with.

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

Date notarized: 16 September 2008

General Construction Agreement between the University of the Philippines Diliman (U.P.) and the REYGEM Builders (Contractor)

Project: Proposed Cleaning and Application of Silicone Water Repellant on Exterior Walls and Miscellaneous Works, STTC & Hostel Building, NISMED

Amount: PhP 1,068,903.42

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

Particulars:*The Contractor shall:*

- a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;
- b. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
- c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and
- d. Render warranty services on all work performed in accordance with the provisions of the Agreement and the Contract Documents.
- e. Prior to or upon signing of the Agreement, the Contractor shall furnish the University a Performance Bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the Agreement;
- f. The Contractor shall furnish the University with a Guarantee Bond in an amount equal to ten percent (10%) of the Contract Price, effective for a period of one (1) year reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.

The Office of the Campus Architect of the University shall have the following functions and responsibilities:

- a. Supervise all phases of the construction works covered under the Agreement;
- b. Conduct regular inspection of the ongoing construction works, its premises, including the inspection of the materials and supplies being used for construction;
- c. Recommend to the University or its proper authorities any work changes, suspension, or stoppage of the works; and

- d. Certify as to the percentage of completion of the construction works.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University's Delineation of Authority, have been complied with.

Period of Contract: Seventy-Five (75) Calendar days as specified in the Notice to Proceed issued by the University

Date notarized: 23 September 2008

General Construction Agreement between the University of the Philippines Diliman (U.P.) and the E.A. Ramirez Construction, Inc.

Project: Proposed Upgrading of Storm Drainage System, Malcom and Espiritu Halls, College of Law, U.P. Diliman

Amount: PhP 1,192,685.68

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

Particulars:

The Contractor shall:

- a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;
- b. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
- c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and
- d. Render warranty services on all work performed in accordance with the provisions of the Agreement and the Contract Documents.
- e. Prior to or upon signing of the Agreement, the Contractor shall furnish the University a Performance Bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the Agreement;
- f. The Contractor shall furnish the University with a Guarantee Bond in an amount equal to ten percent (10%) of the Contract Price, effective for a period of one (1) year reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.

The Office of the Campus Architect of the University shall have the following functions and responsibilities:

- a. Supervise all phases of the construction works covered under the Agreement;
- b. Conduct regular inspection of the ongoing construction works, its premises, including the inspection of the materials and

supplies being used for construction;

- c. Recommend to the University or its proper authorities any work changes, suspension, or stoppage of the works; and
- d. Certify as to the percentage of completion of the construction works.

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University's Delineation of Authority, have been complied with.

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

Date notarized: 6 October 2008

Contract for Security Services between the University of the Philippines Diliman (University) and the 168 Security and Allied Services, Inc. (Agency)

Services: Security Services for the North Sector of U.P. Diliman Campus (4th Extension)

Amount of the Contract: PhP 2,946,017.47

Particulars:

The Agency shall adopt in full all terms and conditions, contained in the Contract of Security Services entered between the University of the Philippines Diliman and 168 Security and Allied Services, Inc. notarized on August 29, 2007.

The University shall pay the Agency based on actual deployment of guards or actual security service rendered.

Justification (for extension): The 4th extension is due to the conduct of thorough post qualification process of the second lowest bidder in the public bidding.

The University conducted public bidding on 22 May 2008, in accordance with Republic Act No. 9184, but the Technical Working Group (TWG) for security needs time to conduct post-qualification of the lowest bidder to verify several concerns. The TWG had submitted its report. Notice of Award to Glocke Security Systems, Inc. was served and the takeover shall be effective November 1, 2008.

Statement from the Chancellor: Pertinent laws (RA 9184, the Procurement Law), University rules and regulations have been fulfilled/complied with in the execution/signing of the contract.

Effectivity: 7:00 A.M. of September 1, 2008 to
7:00 A.M. of October 1, 2008

Date signed: 24 October 2008

U.P. LOS BAÑOS

General Construction Agreement between the University of the Philippines Los Baños (University) and the R'CEL General Contractor Merchandise (Contractor)

Project: Extension of Unit Operations Laboratory (For Advanced Thermodynamics and Process Control Laboratories), Chemical Engineering Compound, (Re-bid), U.P. Los Baños

Amount: PhP 2,852,133.56

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

Particulars:

The Contractor shall:

- a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;
- b. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
- c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and
- d. Render warranty services on all works performed in accordance with the provisions of the Agreement and the Contract Documents.

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

Date notarized: 15 August 2008

U.P. MANILA

General Construction Agreement between the University of the Philippines Manila (University) and the ASM Francisco Construction and Development Corporation (ASMFDC) (Contractor)

Project: Exterior Repainting Works at Lara Hall
College of Public Health, U.P. Manila

Amount: PhP 788,161.50

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

Particulars:

The Contractor shall:

- a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the Project, in accordance with the issued plans, drawings, schedule, and specifications necessary to prosecute the work to completion ready for use by the University;
- b. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall be responsible for storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;

- c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and
- d. Render warranty services on all works performed in accordance with the provisions of the Agreement and the Contract Documents.

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

Date notarized: 16 September 2008

General Construction Agreement between the University of the Philippines Manila (University) and the Ferrer Construction and Engineering Services (FCES) (Contractor)

Project: Proposed NSRC (Newborn Screening Reference Center)
Office, National Institute of Health

Amount: PhP 266,538.83

Mode of Procurement: Negotiation - 10 September 2008 (allowed under the IRR of RA 9184)

Particulars:

The Contractor shall:

- a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the Project, in accordance with the drawings, schedule, and specifications necessary to prosecute the work to completion ready for use by the University;
- b. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall be responsible for storage control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
- c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and
- d. Render warranty services on all work performed in accordance with the provisions of the Agreement and the Contract Documents.

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

Date notarized: 21 October 2008

Supplemental Contract for Security Services between the University of the Philippines Manila through the School of Health Sciences (UPM-SHS) and the Vision Security & Allied Services, Inc. (VSASI)

Services: Additional period for security services (Extension Only)

Amount of the Contract: PhP 11,569.60 per month per guard per 8-hour duty

Three (3) security guards are assigned at the premises of the UPM-SHS located at Palo, Leyte and three (3) security guards at the SHS Cabalawan campus whose tour of duty shall be distributed in three shifts as specified in the original contract.

Justification (for extension): Public bidding has been started but suspended because corrections have to be made in the Approved Budget for the Contract due to implementation of BIR Revenue MC#39-2007, after which bidding was continued and the same is still on-going.

Statement from the Chancellor: Pertinent laws (RA 9184, the Procurement Law), University rules and regulations have been fulfilled/complied with in the execution/signing of the contract.

Effectivity: 1 January 2008 to 30 June 2008

Date signed: 2 October 2008

Supplemental Contract for Security Services between the University of the Philippines Manila through the School of Health Sciences (UPM-SHS) and the Vision Security & Allied Services, Inc. (VSASI)

Services: Additional period for security services

Amount of the Contract: PhP 11,569.60 per month per guard per 8-hour duty

Three (3) security guards are assigned at the premises of the UPM-SHS located at Palo, Leyte and three (3) security guards at the SHS Cabalawan campus whose tour of duty shall be distributed in three shifts as specified in the original contract.

Justification (for extension): Awaiting for the bidding process

Statement from the Chancellor: Pertinent laws (RA 9184, the Procurement Law), University rules and regulations have been fulfilled/complied with in the execution/signing of the contract.

Effectivity: 1 October 2008 to 31 October 2008

Date signed: 22 October 2008

U.P. OPEN UNIVERSITY

Memorandum of Agreement between the University of the Philippines Open University (UPOU) and the GAKKEN (Philippines), Inc. (GPI)

Project: Upgrading of Printing Facilities: 2 units Duplo Digital Duplicators (Equipment)

Particulars:

The GPI shall:

- a. Install, FREE OF CHARGE, the Equipment;
- b. Deliver two (2) units of Duplo Digital Duplicator;
 - Model DP 33S Serial #000759269
 - Model DP 43S Serial #70759349
- c. Train the appropriate number (minimum of 2 operators) of qualified personnel to operate the "Equipment"; and
- d. Ensure the continuous operation of the "Equipment" by providing FREE comprehensive maintenance and repair service.

The UPOU shall:

- a. Provide at no cost to GPI a suitable and adequate location for the "Equipment" within the UPOU office premises taking into consideration the power and space requirement of the "Equipment" which requirements have been earlier submitted by GPI;
- b. Ensure the safety and security of the "Equipment" so as to prevent any damage or defacement;
- c. Use only the following consumables for the equipment, the same sourced from GPI, in accordance with its awarded bid; and

DP Master Roll DR 675L	PhP3,427.00/roll (for DP 33S)
DP Master Roll DR 650L	PhP4,284.00/roll (for DP 43S)
DP Black DP 514	PhP707.00/CART

- d. Pay the equivalent market value of the second hand equipment, in case of loss arising from the act of negligence of UPOU.

Effectivity: Effective for a period of one (1) year from the date of signing by the parties

Date notarized: 19 September 2008

General Construction Agreement between the University of the Philippines Open University (UPOU) and the E.B.A. Construction (Contractor)

Project: Conversion of UPOU Garage into UPOU Oblation Hall, U.P. Open University, Los Baños

Amount: PhP 145,345.00

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

Particulars:

The Contractor shall:

- a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the Project, in accordance with the issued plans, drawings, schedule, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;
- b. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
- c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and
- d. Render warranty services on all works performed in accordance with the provisions of the Agreement and the Contract Documents.

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

Date notarized: 10 September 2008

DONATIONS REMITTED TO U.P. FOUNDATION, INC.

DONOR	Amount	Amount	Purpose/Beneficiary
	US Dollars	Peso	
Mr. Ernesto Tuazon Ms. Leslie Gutierrez	2,000 10,000		U.P. Los Baños Centennial Fund Apolinario Sr. and Esmaela Carangal Centennial Professorial Chair for the College of Economics and Management of U.P. Los Baños
Ms. Ma. Teresita Dela Rosa Ribay	300		Apolinario Sr. and Esmaela Carangal Centennial Professorial Chair for the College of Economics and Management of U.P. Los Baños
Mr. Teodoro Carangal	5,000		Apolinario Sr. and Esmaela Carangal Centennial Professorial Chair for the College of Economics and Management of U.P. Los Baños
Dr. Ireneo and Florentina Gutierrez	5,000		Apolinario Sr. and Esmaela Carangal Centennial Professorial Chair for the College of Economics and Management of U.P. Los Baños
Mr. Virgilio Guinto	1,000		BSBA 1968 Accounting Professorial Chair
Ms. Ruby Co Courtland	500		BSBA 1968 Accounting Professorial Chair
Ms. Thelma Nuqui Velarde	1,000		BSBA 1968 Accounting Professorial Chair
Mr. Jacinto Castro	500		BSBA 1968 Accounting Professorial Chair
Mr. Bienvenido T. Francisco	1,000		BSBA 1968 Accounting Professorial Chair
Ms. Avelina De Vera-Ledford	1,000		BSBA 1968 Accounting Professorial Chair
Mr. Pedro (Noli) Bernardo	200		BSBA 1968 Accounting Professorial Chair
Dr. Francisco P. Mamaril and Mrs. Aurora Pizaña Mamaril	30,000		Dr. Francisco P. and Aurora Pizaña Mamaril Centennial Professorial Chair for Science and Technology, UP Diliman
Mr. Virgilio Guinto	300		BSBA '68 Alay Fund
Ms. Cherrie Luat Fosco	200		BSBA '68 Alay Fund
Mr. Rogelio F. Santiago	100		BSBA '68 Alay Fund
Ms. Josefina Capuyan Cruz	600		BSBA '68 Alay Fund
Ms. Fredeswinda Canlas Reyes	200		BSBA '68 Alay Fund
Mr. Octavio Aberion	100		BSBA '68 Alay Fund
Ms. Ingrid Tawatao Cabrera	200		BSBA '68 Alay Fund
Mr. Jacinto Castro	100		BSBA '68 Alay Fund
Ms. Ruby Co Courtland	200		BSBA '68 Alay Fund
Mr. Isidro & Evelyn Dela Cruz	500		BSBA '68 Alay Fund
Mr. Romeo Bernardo		40,000	U.P. Centennial Fund
Mr. Robert L. Go		20,000	Salary Supplement for a member of the Faculty of Computer Science in U.P. Visayas Cebu College
Alphaland c/o Mr. Roberto V. Ongpin		5,000,000	U.P. President Edgardo J. Angara Fellowship Program
Ms. Feli Marie Gregorio Amador		1,500,000	Atty. Claudio Capulong Amador Professorial Chair in Labor Law at U.P. Diliman College of Law
Mrs. Englantine G. Franco and Ms. Marie Eloisa Franco Diaz		20,000	Proposed U.P. Royal Diamond Jubilarians Educational Fund
Dr. Solita Camara Besa		15,000	Proposed U.P. Royal Diamond Jubilarians Educational Fund
Justice Emilio Gancayco		15,000	Proposed U.P. Royal Diamond Jubilarians Educational Fund
Dr. Josefina Jael Santos		15,000	Proposed U.P. Royal Diamond Jubilarians Educational Fund
Mrs. Magdalena V. Imperial Educational Fund		10,000	Proposed U.P. Royal Diamond Jubilarians
Mrs. Lilian Ferrer Flor		10,000	Proposed U.P. Royal Diamond Jubilarians Educational Fund
Mrs. Florentina T. Bañez		15,000	Proposed U.P. Royal Diamond Jubilarians Educational Fund
Dr. Florencio F. Magsino		15,000	Proposed U.P. Royal Diamond Jubilarians Educational Fund
Dr. Lily Cenizal Fojas		15,000	Proposed U.P. Royal Diamond Jubilarians

DONOR	Amount US Dollars	Amount Peso	Purpose/Beneficiary
Atty. Delfin Gonzalez		20,000	Educational Fund
Semirara Mining Corporation c/o Mrs. Fredeswinda Almeda-Consunji Mr. Victor O. Ramos and Mrs. Marinella Ramos	1,000	50,000	Proposed U.P. Royal Diamond Jubilarians Educational Fund Proposed U.P. Royal Diamond Jubilarians Educational Fund
Dr. Reynaldo R. Medina	1,000		Proposed Teodoro C. Rey, Jr. Centennial Professorial Chair for Good Governance
Mr. Gregorio M. Locsin and Mrs. Zenaida Locsin	10,000		Proposed Teodoro C. Rey, Jr. Centennial Professorial Chair for Good Governance
Mr. Damaso C. Trias		15,000	Proposed Teodoro C. Rey, Jr. Centennial Professorial Chair for Good Governance
Shell Philippines		20,000	Proposed U.P. Royal Diamond Jubilarians Educational Fund
City Governor of Antipolo		10,696	College of Fine Arts
Sony Ericsson		41,040	College of Fine Arts
Friends and Family of the late Jennifer Ilete		200,000	College of Fine Arts Jenny Ilete-Severino Memorial Trust Fund

1239TH MEETING, 17 DECEMBER 2008

MATTERS ARISING FROM THE 1238TH MEETING 28 NOVEMBER 2008

Security Plan for U.P. Diliman Campus

At its meeting held on 28 November 2008, the Board discussed the matter of campus security particularly at U.P. Diliman. In this connection, the Chancellor presented the following Security Plan for the U.P. Diliman Campus:

Reactivation of the U.P. Diliman Security and Safety Commission (UPDSSC)

The U.P. Diliman Security and Safety Commission was constituted in December 1991 and was approved by the Board of Regents in January 1992 as an advisory and executory body under the administrative control of the Chancellor. Its primary task was to promote and maintain peace and order and public safety within the Diliman campus. Among the more vital functions of the Commission is the adoption of police and security policies, promulgation of rules and regulations, examination and performance evaluation systems, standards and procedures to improve police and security services subject to the approval of the Chancellor.

The Commission consisted of the Vice-Chancellor for Community Affairs as ex-officio Chairman, and four Commissioners appointed by the Chancellor. One of the commissioners was designated by the Chancellor as Commissioner-in-Charge who acted as the executive officer of the Commission. A security expert may be appointed by the Chancellor as one of the members of the Commission.

Coordination with the Bureau of Fire Protection and the Office of Public Safety-Metro Manila Development Authority

The OVCCA shall coordinate with the Bureau of Fire Protection (BFP) and the Office of Public Safety-MMDA with regard to the periodic conduct of fire and earthquake drills for university personnel (faculty and staff) and students.

Coordination with the Quezon City Police Department

The OVCCA shall coordinate with the Quezon City Police Department to ensure the protection and safety of the U.P. community especially in critical areas such as Philcoa, Krus na Ligas, Katipunan and Arboretum. During a meeting between VCCA Gregorio and Senior Superintendent Magtanggol Gatdula of the QCPD on 2 December 2008, was resolved that QCPD will have higher police visibility in said areas by deploying QCPD patrol cars.

The revival of the deployment of a QCPD liaison officer in UPDP shall also be studied. This was a previous arrangement that started in 2003 between UPD and QCPD, which lasted for almost two years. Due to lack of resources and personnel, QCPD had to pull their personnel out of the arrangement.

Retooling of existing UPDP personnel

A regular retooling program for UPDP shall be organized in cooperation with the QCPD. Sr. Superintendent Gatdula has kindly offered assistance on this matter.

Installation of emergency warning siren

A siren, strategically located on campus grounds, shall notify the entire campus during emergency situations due to man-made, natural or technical hazards such as fires, violence on campus, typhoon, and other public safety incidents. Once sounded, personnel should take action to protect themselves, take cover from danger and take notice and attention.

Installation of security cameras around the campus

Security cameras shall be installed in strategic areas around the campus as a deterrent to the commission of petty crimes on campus. This shall also facilitate the monitoring of movement of people in critical areas such as the University Avenue checkpoint, entry/exit points in the campus, Vinzons Hall waiting shed, AS Parking lot, etc.

Establishment of an Emergency Management Program

To ensure the safety and protection of the U.P. community, an emergency management program may be established. This will prepare the University to respond and recover from any incident. Four vital aspects shall be emphasized, namely: preparation (development of plans of action in times of disaster), mitigation (prevention of hazards from developing into disasters), response (preparation of necessary emergency services) and recovery (restoration of affected area(s)/personnel to its /their original state).

Regent Tiongco pointed out that by this time, the University should already have organized a Reaction Team. Merely talking to the policemen and saying there is coordination is not enough. There should be specific plans.

Chancellor Cao said that the U.P. Diliman Security and Safety Commission is being reactivated. It is this Commission that will take care of the response program.

Regent Tiongco reiterated that the need is urgent. It is not merely planning and thinking what to do. There should be some specific reactions in case the robbery that took place in November 2008 will happen again. There are three banks on campus and the University is that vulnerable. The Team, according to Regent Tiongco, should have been formed by this time. The Regent also suggested that a professional person, an expert, be put on top of the security concerns of the University.

The President informed the Board that the University is thinking of retired General Bulan who is now doing security work for banks.

Chancellor Cao made it clear that there are existing procedures for dealing with emergencies, except maybe for bank robberies.

President Roman said that something has to be put in place before the Christmas break. An Emergency Response Team should be in place in all the constituent universities. The Vice President for Administration, through the Secretary of the University and the Board of Regents, was tasked to inform all the Chancellors of the need to put in place these Emergency Response Teams.

Regent Sarmiento suggested that all gates in U.P. be closed or guarded.

On the Faculty Medical Arts Building, U.P. Manila

As a result of the Special Bids and Awards Committee (SBAC) meeting with the lone bidder, Daniel Mercado Medical Center, on November 27, 2008 for the project "Lease With Conversion, Rehabilitation, Development and Operation of the PGH Dispensary Building as the UPM-PGH Faculty Medical Arts Building (FMAB), the SBAC recommends approval of the following amendments/modification in the Terms of Reference:

Item IV (A): Scope of Lease (General)

Existing:

The lease of the Leased Property as FMAB by the Lessee shall be for a period of twenty six (26) years, inclusive of one (1) year rent-free period within which the Lessee must perform, comply with, and complete all the works for the conversion, rehabilitation and development of the Leased property as FMAB. For this purpose, the counting of the 26-year lease period shall be reckoned from date of receipt by the Lessee of the Notice of Award by the University or the execution of the Contract of Lease, whichever date comes earlier.

Proposal:

SBAC is favorably recommending an additional six (6) month

rent free mobilization period counted from the date of the signing of the contract. Consequently, the construction period of one year will start at the end of the mobilization period.

Item IV (B-10): Specific Works for Conversion, Rehabilitation and Development of the Leased Property as FMAB

Existing:

Any and all permanent improvements made on the Leased Property resulting from and/or arising from the performance and/or completion of all construction and development works shall be considered as forming part of the Leased Property in favor of the University. Upon revocation, cancellation, expiration or termination of the lease for any cause whatsoever as herein stated, the same shall be peaceably surrendered to the University without need of reimbursement therefor. For this purpose, the LESSEE hereby designates the University as its Attorney-in-fact to effectuate the aforesaid purpose expressly authorizing the University to take over the possession of the premises, if still with the LESSEE at the time this contract expires or is pre-terminated, terminated, cancelled or revoked, and to remove, take out or otherwise cause to be transferred any suitable storage space outside the premises subject of this contract, with all costs thereto for the account of the LESSEE, the personnel, equipment, facilities, fixtures, and other movable property belonging to the LESSEE. In addition, the sum of FIVE THOUSAND PESOS (PhP5,000.00) shall be deducted from any amount due or outstanding to the LESSEE for each day beyond the expiration/pre-termination date that they unlawfully withhold the premises or delay in voluntarily removing said personnel, equipment, facilities, fixtures and other movable property from the premises of the FMAB.

Proposal:

SBAC is recommending approval subject to existing government rules and regulations for UP-PGH to reimburse the expense incurred for the permanent improvements made by lessee if the reason for pre-termination, termination, cancellation, revocation, and/or rescission is not the fault of the latter.

Board action: The Board APPROVED the first proposal, that is, the grant of "an additional six (6) months rent-free mobilization period counted from the date of the signing of the contract." The Board, however, did not act favorably on the second proposal, that is, "subject to existing government rules and regulations for U.P. PGH to reimburse the expenses incurred for the permanent improvements made by the lessee if the reason for pre-termination, termination, cancellation, revocation and/or rescission is not the fault of the latter." This is in view of existing laws that protect all parties concerned, which the Board said, should apply to this project.

Amendments [to] on the U.P. College of Business Administration Faculty Merit Award

At its 1238th meeting of the Board held on 28 November 2008, the Board approved the establishment of the UPCBA Faculty Merit Award.

In connection with the approved Faculty Merit Award, the following amendments are requested:

FROM: This merit award covers the period January 1, 1995 to

March 31, 2008. It is proposed that these merit award guidelines shall also apply to faculty who would reach the ceiling of Professor 11 or 12 in the future. Furthermore, when the salary standardization scale is upgraded, the maximum cash award of PhP10,000 per year of teaching service shall be automatically and proportionately adjusted.

TO: This merit award covers the period January 1, 1995 to March 31, 2008. [AFTER MARCH 31, 2008, A PROFESSOR 11 OR 12 FACULTY IN ACTIVE SERVICE CAN EARN THE MERIT AWARD SUBJECT TO THE AWARD GUIDELINES DURING EACH PROMOTION ROUND, WHENEVER THERE IS A PROMOTION IMPLEMENTED BY THE UNIVERSITY.] It is proposed that these merit award guidelines shall also apply to faculty who would reach the ceiling of Professor 11 or 12 in the future. Furthermore, when the salary standardization scale is upgraded, the maximum cash award of PhP10,000 per year of teaching service shall be automatically and proportionately adjusted [IN RELATION TO THE PROFESSOR 11 OR 12 BASIC SALARY].

Note: Large-case items in brackets are to be added.

For example, the current annual salary difference between the Professor 11 or 12 versus Professor 10 is PhP10,652 (PhP437,237 - PhP426,585) which is 3 percent relative to base salary of Professor 11 or 12. Future adjustments in the value of the award per year should maintain the proportion of 3 percent relative to the new base salary of Professor 11 or [12.]

The proposed amendments will enable the College to implement the UPCBA Faculty Merit Award System in the future as well as adjust the amount for the cash award whenever the salary standardization scale is upgraded.

Board action: **APPROVAL.**

Legal Opinion on the Grant of Amnesty to Faculty and Staff of the University Who Acted as Guarantors to Students Who Availed of Loans

At its 1228th meeting held on 28 November 2008, the Board approved the grant of amnesty to faculty and staff of the University who acted as guarantors to students who availed of loans under the Student Loan Program. The Board, however, requested a legal opinion on this matter.

Hereunder is the opinion of the Vice President for Legal Affairs:

“We find no legal obstacle to such a grant since Art. 6 of the Civil Code of the Philippines provides that rights may be waived, unless the waiver is contrary to law, public order, public policy, morals, or good customs, or prejudicial to a third person with a right recognized by law. It is the right of the University to go after the guarantors as such right is clearly granted by law. However, with such a waiver, the guaranties effected by the faculty and staff of the University are deemed terminated.

The amnesty granted, however, should not be construed as freeing the students concerned from the financial obligations under the Student Loan Program.”

Board action: **NOTATION.**

POLICY MATTERS APPROVED

Revised Admission Requirements and Rating System for the U.P. Scientific Productivity

The U.P. Scientific Productivity System was approved by the Board of Regents at its 1199th meeting held on 26 August 2005.

The revised admission requirements and rating system have been endorsed by the President of the University.

Board action: **APPROVAL.**

Proposed U.P. Arts Productivity System

The University of the Philippines is home to the largest group of the finest artists in the country. These artists consistently bring honor to the University through their award-winning creative works in the different arts. Many UP artists have received both national and international recognition. These works contribute to national development because they embody a people's deepest dreams and aspirations, articulate some of the grave issues confronting the nation, present insights that might lead to solutions, and offer a vision that will uplift, sustain, and endure for the next century.

The proposed Arts Productivity System will provide both honor and support to the most distinguished and productive among them.

The Committee assigned the task of devising the norms to measure artistic productivity recognizes that artistic productivity in the University is embedded in an academic setting. The artists in the academic community are men and women whose diverse talents and skills in the production of art enhance their effectiveness as educators. In that community, the creative and the scholarly are inseparable aspects of art production and ought to enjoy equal valuation. Therefore, in elevating outstanding members to the status of UP artist, professors distinguished by the quality of their creative output and professors notable for their scholarship in the arts deserve to be judged as of equal stature.

The Committee thus proposes that the Arts Productivity System should include productivity in the creative arts, and/or arts scholarship.

The UP Arts Productivity System (APS) is conceived as the counterpart for the arts of the UP Scientific Productivity System, and is aimed at encouraging outstanding productivity in the creative arts or in arts scholarship for national development. Deserving artists and arts scholars in the faculty and research staff will receive the rank of Artist I, II, or III. This rank will be a recognition given by the University as an Award, to be called the UP Arts Productivity Award.

Under the APS, UP faculty members and research staff will be evaluated using a set of high standards which will enable both UP artists and UP arts scholars to occupy their rightful place in the international community of artist/scholars. The title will be conferred on only the most deserving, to be determined by a rigid screening system designed by a committee of peers and approved by the Board of Regents. They will hold the title for three years, renewable depending on performance. Thus, only those who are productive and continue to be productive shall be considered.

The UP Artist rank will carry monetary awards based on the UP Scientific Productivity System, i.e., PhP120,000.00, PhP144,000.00 and PhP180,000.00 annually for UP Artist I, II, and III respectively. This program shall be funded from a UP Arts Productivity System Endowment Fund to be established by the Board of Regents.

General Principles

1. The "UP Artist" is an artist and/or an arts scholar.
2. "Artistic productivity" is understood to mean the sustained production of works of art, such as musical compositions, novels, performances, exhibits, etc., as well as the production of works of arts scholarship.
3. The "arts" include, but are not limited to: music, literature, visual arts and design, film and media arts, theatre, dance, architecture, and art criticism.
4. "Artistic productivity" is measured by:
 - 4.a. publication, presentation, exhibition, performance, etc. of works of art;
 - 4.b. national and international recognition (through awards, distinctions, etc.);
 - 4.c. peer review (through critiques, citations, reviews, etc.); and
 - 4.d. professional standing in the community, national and international.
5. Artistic and scholarly outputs may be mono-disciplinary, multi-disciplinary, and cross-artistic disciplinary.
6. Evaluation will be done by a committee of peers.

earn is reflected in the second vertical column (e.g. "25 pts"). These points may be earned through the measures listed in the horizontal space at the top of the grid for each art (e.g. "primary performance," "repeat performance," "awards/recognitions", etc.). The maximum points that may be earned for each category is reflected in the other vertical columns (e.g. for full-length play, awards, international = "7.5. pts"). This means that this particular play may only earn a maximum of 7.5 points for the category of awards, no matter how many awards it wins. It cannot earn 7.5 points for each award won.

**UP Artist 2

To qualify for Artist 2, an applicant must earn the required number of points through artistic outputs. In addition, some of these points must be earned through the recognition of the quality of these artistic outputs in the form of at least one award or distinction in his/her field.

***UP Artist 3

To qualify for Artist 3, an applicant must earn the required number of points through artistic outputs. Some of these points must be earned through the honors/distinctions. In addition he/she should attain recognition of outstanding achievement in his/her field through at least one lifetime achievement award or distinction.

Implementing Guidelines

1. Nature of the appointment

- 1.a. Regular, full-time faculty members, research faculty and researchers (REPS) in active service, and regular part-time faculty (occupying a regular item but teaching part time) who belong to the arts and humanities disciplines, and meet the qualifications described in the attached Rating System for evaluation of nominees, may apply for appointment as UP Artist.
- 1.b. Conferment of the title of UP Artist is temporary. It will be in the nature of an additional recognition in the form of a title and a monetary award.
- 1.c. For the first appointment the applicant's output for the last 5 years prior to application shall be considered for the evaluation of the application.
- 1.d. The rank of faculty, faculty researcher, or REPS shall remain the basic rank, on which retirement and other benefits will be based.

2. Admission into the System

- 2.a. UP faculty members, faculty researchers, or REPS shall be admitted into the System to the extent that they meet the minimum requirements indicated in the Rating System and subject to the availability of funds.
- 2.b. Applicants to the Arts Productivity System must have at the minimum an M.A. degree or its equivalent.
- 2.c. The criteria for evaluation described in the General Principles will be applied based on the attached Rating System:
 - To earn the rank of UP Artist 1, the applicant must earn at least 70 points*
 - To earn the rank of UP Artist 2, the applicant must earn at least 95 points**
 - To earn the rank of UP Artist 3, the applicant must earn at least 120 points***

*UP Artist 1

Points must be earned through artistic outputs.

Artistic outputs considered acceptable are reflected in the first vertical column of the grids for each art (e.g., "Direction: full-length play"). The maximum points that each output may

Honors or distinctions are not reflected in the grids because they refer to lifetime achievement rather than individual outputs (e.g. National Artist Award). At least one of these distinctions are necessary for an applicant to cross rank, from Artist II to Artist III.

An applicant who has won such a distinction will always be eligible for Artist III (provided he/she earns the required number of points), even if the distinction was not earned during the period covered by the application. The justification for this is that such awards are usually only given once in a person's lifetime.

Some awards, like the TOYM, TOWNS, Carlos Palanca Hall of Fame, CCP 13 Artists, are not lifetime awards, but are higher than the other awards, because they refer not to a single artistic output, but to a body of work (e.g., in the case of the Carlos Palanca Hall of Fame, it refers to 5 first prize awards). Such an award may earn additional points at the discretion of the sub-committees and/or committees of peers, but it is not sufficient to qualify him/her for Artist 3.

2.d. Evaluation Procedure

- The ad-hoc Arts Productivity System Committee will produce a list of possible members for the Council of Peers from which members of sub-committees and committees for each art in each CU will be drawn. These persons will be distinguished practitioners in the different arts, who are also affiliated with UP, either as faculty members (regular faculty members, lecturers, retired faculty members, professors emeriti) or alumni. This list will be submitted to the Vice President for Academic Affairs. Members of the Council will be appointed by the UP President.
- Applications will be submitted to the CU Sub-Committee of Peers for the art to which the applicant believes himself/herself to belong. The sub-committees in each CU will evaluate the applications, assign the corresponding points for each application, and recommend deserving applicants to the CU Committee of Peers. The CU Committee will review the recommendations of the subcommittees and recommend deserving applicants to the Chancellor. Members of these

sub-committees and committees will be appointed by the Chancellor, drawing from the Council of Peers mentioned above.

- The Chancellor will forward these recommendations to the UP System Committee of Peers which will be chaired by the VPAA and will be composed of peers (artists) drawn from the Council of Peers mentioned above.
- If any particular CU is unable to form such sub-committees or committees for whatever reason, it may endorse applications to UP Diliman, and these applications will be referred to the pertinent sub-committees/committees.
- The UP System Committee will:
 - oversee the overall implementation of the APS;
 - recommend to the President the UP Artists from the different CUs to receive the title and the corresponding award; and
 - regularly review the guidelines for implementation of the APS.
- Final approval of conferment of the rank of UP Artist and the Arts Productivity Award shall come from the Board of Regents upon the recommendation of the President.

2.e. Artists who are unable to gain admission into the System upon evaluation may apply again. Evaluation for re-admission into the System will be based on the accomplishments of the 5 years prior to application.

3. Reapplication

- 3.a. UP Artists shall be evaluated every three years on the following basis:
- For Artist 1, the applicant must earn 55 points
 - For Artist 2, the applicant must earn 70 points
 - For Artist 3, the applicant must earn 85 points

The points for each artist rank must be earned following the same criteria and measures described in Section 2.c. above.

- 3.b. Artists who are unable to gain re-admission into the System upon evaluation after the 3-year period may apply again. Evaluation for re-admission into the System will be based on the accomplishments of the 3 years prior to application.

Board action: APPROVAL.

Request of the following Fellows for Waiver of Equity Charge: Ms. MYRA VINA AGATEP-VALMORIA, Ms. CHERUBIM A. QUIZON, Ms. VIRGINIA CRUZ-LOCSIN, Dr. PETER L. CHUA, and Dr. RICARDO C.H. DEL ROSARIO

The following fellows: Ms. MYRA VINA AGATEP-VALMORIA, Ms. CHERUBIM A. QUIZON, Ms. VIRGINIA CRUZ-LOCSIN, and Dr. PETER L. CHUA have already settled their principal contractual obligations with the University in full (interests and charges not included) and request that the equity charge be waived in their favor.

Dr. RICARDO C.H. DEL ROSARIO who has resigned from the University effective 1 June 2008 also requested a waiver of equity charge.

At its 1228th meeting held on 19 December 2007, the Board of Regents approved the grant of amnesty on all interests and penalties during the whole U.P. Centennial year (2008), as an incentive for early settlement of obligations by renegeing fellows.

Board action: APPROVAL.

Request for Renewal of Appointment of Prof. LEMUEL V. ARAGONES, Associate Professor 3, Institute of Environmental Science and Meteorology, (IESM), College of Science, U.P. Diliman, Effective 1 November 2008 until 31 May 2009

Prof. Aragones obtained his Ph.D. in Tropical Environmental Studies (Marine Ecology) from James Cook University. He has published six papers in ISI-indexed journals, two international book chapters, and one article in a local journal. He actively participated in several conferences (both local and international) and was awarded grants from the SeaWorld Busch Gardens Conservation Fund and the Rufford Small Grants for Nature.

Prof. Aragones was formerly a tenured Assistant Professor in U.P. Los Baños who resigned in 2003 and was reemployed as Associate Professor 3 by IESM in 2006. Based on University guidelines, he has satisfied the minimum tenure requirements, however, the College of Science requires from him additional publications.

Board action: APPROVAL.

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. EDUARDO T. GONZALEZ, Professor, Asian Center, U.P. Diliman, Effective 1 November 2007 until 28 February 2008

Prof. Eduardo T. Gonzalez was granted tenure by the Board of Regents at its 1230th meeting held on 29 February 2008. Due to oversight, he was not given appointment from 1 November 2007 to 28 February 2008. Hence, this request.

The approval of the request would provide continuity in the service of Prof. Gonzalez

Board action: APPROVAL.

Implementing Rules and Regulations (IRR) of Republic Act No. 9245, otherwise known as the "Philippine Ear Research Institute Act of 2003"

Pursuant to the provisions of Section 4 (b) of Republic Act (R.A.) N. 9245, otherwise known as the Philippine Ear Research Institute Act of 2003, the Implementing Rules and Regulations are hereby adopted and promulgated to carry out and implement the provisions of the Act.

Board action: APPROVAL.

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Prof. ALFRED F. PAWLIK, Associate Professor, Archeological Studies Program (ASP), U.P. Diliman, Effective 1 November 2008 until 31 May 2009

Prof. Pawlik is a German national who obtained his Ph.D. in Prehistory from the University of Tubingen. He joined the ASP faculty as a Visiting Professorial Lecturer in 1998 and was reappointed as Associate Professor 1 in 2006. He has published in refereed international and local journals, online publications, conference proceedings, and has co-authored an internationally published book on Archaeology. He has also three other papers accepted for publication and currently in press. He was a speaker in various international and local conferences and served as peer-reviewer for some international publications.

Prof. Pawlik has demonstrated a very satisfactory teaching performance as reflected in his 1.65 average SET score since 2006. He handled the following courses: Archaeo 205, Archaeo 210, Archaeo

211, Archaeo 231 and the G.E. course Archaeo 2. He currently heads the ASP Lithic Studies Laboratory and conducts various practical training courses. He was instrumental in the donation of about a hundred new books by the Deutsche Forschungsgemeinschaft (DFG) to ASP and was responsible for the acquisition of almost all the state-of-the-art facilities of the ASP Lithics Laboratory.

Prof. Pawlik's services and expertise are needed in the ASP. He has met all the minimum requirements for tenure, however, his foreign citizenship prevents the College from recommending him for tenure. Based on the opinion issued by the Diliman Legal Office in June 2004 regarding Prof. Jean Christopher Gaillard's case, foreign professors cannot be appointed to a permanent item. In a recent letter of Dean Marvic Leonen to Pres. Roman, he proposed that foreigners may be renewed on a case to case basis. He cited the provisions in the new UP Charter (Republic Act No. 9500) recognizing UP as a global and regional university and envisioned to lead in setting academic standards and initiating innovations in teaching, research and faculty development. These objectives, he said, may not be achieved if there were an artificial barrier based on citizenship that would unreasonably prevent those with sufficient academic credentials to teach in the University.

It is for these reasons that U.P. Diliman requests a waiver of the "tenure or out" rule in favor of Prof. Pawlik.

Board action: **APPROVAL.**

FINANCIAL MATTERS APPROVED

The President endorsed the following:

Programming of Income of U.P. Visayas in the amount of PhP1,289,061.36, certified available by the OIC, UP Tacloban College-Accounting Office and the Chief Accountant and Chief Budget Officer of U.P. Visayas, to be utilized for Maintenance and Other Operating Expenses (MOOE)

The program funds will be used for the different projects of UP Tacloban College (e.g., repairs and maintenance of school buildings, other structures and IT equipment and other operating expenses.)

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

Board action: **APPROVAL.**

Reprogramming of the U.P. System Administration's P75,000,000.00 Representing the Unexpended Balances of Prior Years' Obligations for the following:

Arts Productivity System Fund:

Endowment Fund	PhP50,000,000.00
Funds for Awards for 1st year	3,000,000.00
<i>Sub-Total</i>	PhP53,000,000.00
Equipment Outlay and Capital Outlay	PhP12,000,000.00
Follow-Up Activities for Centennial Celebrations	PhP10,000,000.00
TOTAL	PhP75,000,000.00

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

Board action: **APPROVAL.**

APPOINTMENTS

PROFESSOR EMERITUS

Dr. ADRIANO V. LAUDICO, College of Medicine, U.P. Manila, effective upon retirement

TRANSFER TO PERMANENT STATUS

U.P. Los Baños

Prof. Jennifer P. Fronteras, Assistant Professor 1 (Salary Grade 18-1), College of Science and Management, effective 17 December 2008

Prof. Benjamina Paula G. Flor, Assistant Professor 6 (Salary Grade 21-3), College of Development Communication, effective 17 December 2008

Prof. Tonette P. Laude, Assistant Professor 1 (Salary Grade 18-1), College of Agriculture, effective 17 December 2008

Prof. Josephine D. Quimbo, Assistant Professor 1 (Salary Grade 18-1), College of Arts and Sciences, effective 17 December 2008

EXTENSION OF SERVICE BEYOND COMPULSORY RETIREMENT AGE OF 65

U.P. Diliman

Prof. Emelita L. Cruz as Professor 7 (Salary Grade 28-2), College of Social Sciences and Philosophy, effective 13 September 2008 until 31 May 2009

RENEWAL OF APPOINTMENT BEYOND COMPULSORY RETIREMENT AGE OF 65

U.P. Diliman

Prof. Estelita C. Aguirre as Professorial Lecturer 1, College of Business Administration, effective 12 December 2008 until 31 October 2009

Prof. Serafin U. Salvador, Jr. as Professorial Lecturer 1, College of Law, effective 30 January 2009 until 31 May 2009

REAPPOINTMENT BEYOND COMPULSORY RETIREMENT AGE OF 65

U.P. Open University

Prof. Cerenilla A. Cruz as Professorial Lecturer 1, Faculty of Management and Development Studies, effective 25 October 2008 until 18 March 2009

Prof. Rogelio V. Cuyno as Professorial Lecturer 5, Faculty of Management and Development Studies, effective 25 October 2008

until 18 March 2009

GRADUATION OF STUDENTS

Approval of the Graduation of students from different constituent universities who completed all the requirements for their respective degrees/titles as of the end of the First Semester 2008-2009 or as of the end of the term specified and endorsed by the respective University Councils:

U.P. Diliman

(Please see lists at the OSU Records.)

Board action: **APPROVAL.**

U.P. Manila

Candidates for graduation as of the end of the First Semester 2008-2009

Zuñiga, Wilson C. B.S. Medical Sciences, approved as of Summer 2007-2008, but the honor *Cum Laude* was inadvertently omitted.

(Please see lists at the OSU Records.)

Board action: **APPROVAL.**

U.P. Visayas

(Please see lists at the OSU Records.)

Board action: **APPROVAL.**

U.P. Baguio

(Please see lists at the OSU Records.)

Board action: **APPROVAL.**

U.P. Mindanao

Candidates for graduation as of the end of the First Semester 2008-2009

Correction of a name of student from PEÑA, ALBINO, Jr. to PAÑA, ALBINO, Jr., BS in Architecture, College of Humanities and Social Sciences

(Please see lists at the OSU Records.)

Board action: **APPROVAL.**

PROFESSORIAL CHAIRS ESTABLISHED

The President endorsed the following:

Establishment of the Analog Devices U.P. Centennial Professorial Chair in Engineering at the College of Engineering, U.P. Diliman

Grant: PhP 120,000.00 per year for five (5) years

Donor: Mr. Edmundo G. Fortunado
Managing Director, Analog Devices

Beneficiary Unit: College of Engineering, U.P. Diliman

Fund Management: U.P. Engineering Research & Development Foundation, Inc. (UPERDF)

Board action: **APPROVAL.**

Establishment of the UPOUFI Professorial Chair in Open Distance Learning at the U.P. Open University

Amount: PhP50,000.00 every two years

Donor: UPOU Foundation, Inc.

Board action: **APPROVAL.**

Establishment of the UPTMC Centennial Faculty Award to be Awarded to Deserving Faculty of the Technology Management Center, U.P. Diliman

The Chancellor of U.P. Diliman proposes the establishment of the UPTMC Centennial Faculty Award, to be given to deserving faculty of the Technology Management Center (TMC). This award shall be in recognition of the faculty as the University's most important resources. It is also an appreciation of the faculty's continued dedication and service to the University, as the latter celebrates its centennial year.

The proposed award shall utilize a portion of the UPTMC Tuition Fee Increment Trust Fund. The awardees shall be called UPTMC Centennial Faculty Awardees.

The Board of Regents has previously approved similar proposals from the U.P. Diliman College of Business of Administration and the U.P. Diliman Extension Program in Pampanga.

Proposed Criteria for the selection of awardees

1. The nominee must be a full-time faculty member of the Center who teaches in the graduate program (MTM); and/or
2. The nominee must have publications during the calendar years 1996-2008; and
3. The nominee must have a minimum Student Evaluation of Teaching score of 2.0 in "average overall performance" in the last graduate course taught (MTM core and elective courses).

Computation of Cash Award

1	Teaching Service- years employed as faculty to the University. To qualify for this cash award, the faculty member must comply with the SET criterion.	P2,000 per year of service to the University but not to exceed P75,0000
2	Research Productivity- publications related to technology management, and Science and Technology Policy (from CY 1996 to CY 2008)	P2,000 per publication point but not to exceed P75,0000

Research Productivity Points

The following research output of a graduate faculty member has the corresponding research points:

		Points	
1	Publication or Presentation in Refereed Conferences		
	National	1	
	International	3	
2	Publication in Refereed Journals		
	National	3	
	International	4	
	ISI Journal	6	
3	Authorship of Books and Monographs		
	National	4	Per Chapter
		20	Per book
	International	8	Per Chapter
		40	Per book

For authorship of journal articles, conference presentations, books and monographs, the following weights must be multiplied to the award points:

Single authorship	100%
Main author but with more than one author	80%
Not the main author but only two authors	70%
Not the main author and more than two authors	50%

Board action: APPROVAL.

Establishment of the U.P. Law Centennial Faculty Research Award, College of Law, U.P. Diliman

The U.P. Law Centennial Faculty Research Award is a research award for academic distinction given to a holder of a Professorial Chair in any field of law. The award is intended to encourage legal scholarship beyond the mere collection of laws and jurisprudence. It will support efforts of the faculty of law to focus on legal scholarship thereby deepening their ability to impart knowledge and skills while maintaining UP's leadership in legal education.

Qualifications:

1. The recipient must be a full time tenured regular member of the faculty of the College of Law.
2. S/he must be a holder of a professorial chair.
3. S/he must have carried a full load at least the preceding two semesters prior to the award.
4. S/he must have complied with the rules on submission of grades, submission of outlines, and attendance in classes as certified by the Dean of the College of Law.

Requirements:

1. The award entails the preparation of a publishable legal paper and delivery of a public lecture on a subject of contemporary significance.
2. It may not be availed of by any one faculty member for more than four (4) times a year.
3. The paper must not have been the subject of any other award or grant.

Benefits:

Two Hundred Thousand Pesos (PhP200,000.00) per award.

Board action: APPROVAL.

Establishment of the Mercedita Santiago-Nolledo Centennial Professorial Chair at the College of Business Administration, U.P. Diliman

The endowment fund of the Chair was contributed by the friends of Mercedita Santiago-Nolledo. The U.P. Business Research Foundation, Inc. will manage the fund.

Board action: APPROVAL.

Establishment of the U.P. Alumni of Michigan Centennial Professorial Chair at the College of Science, U.P. Diliman

Support Fund: USD 30,000.00

Beneficiary Unit: College of Science, U.P. Diliman

Awarding Terms:

1. Only the earnings of the support fund shall be available for awarding the Chair;
2. The award shall be given to a faculty member(s) handling basic science courses subject to the guidelines as may be approved by the U.P. Diliman Chancellor, upon the recommendation by the Dean of the U.P. Diliman College of Science; and
3. Relevant University policies/processes not inconsistent with the above terms and in effect at awarding shall be applied.

The Chair is a measure of gratefulness for and support to the University of her alumni who are based in Michigan, U.S.A.

U.P. Foundation has partly received the support fund and shall receive the completion balance soon. The U.P. Foundation shall manage said Fund.

Board action: APPROVAL.

Establishment of the Gonzalo W. Gonzalez Professorial Chair in Corporation Law at the College of Law, U.P. Diliman

Donor: Gizela M. Gonzalez

Support Fund: PhP 1,500,000

Beneficiary Unit: College of Law, U.P. Diliman

Awarding Terms:

1. Only earnings of the support fund shall be available for awarding the Chair; and
2. Relevant University policies/processes not inconsistent with the above terms and in effect at awarding shall be applied.

The Chair honors the memory of a remarkable student, notable alumnus (LLB '46), respected faculty member, and prominent practitioner of the law.

U.P. Foundation shall manage the support fund.

Board action: APPROVAL.

MATTERS CONFIRMED BY THE BOARD

Planned Appeal of President Emerlinda R. Roman to President Gloria Macapagal Arroyo to Include U.P. Personnel in the Recently Announced Productivity Bonus

On 5 December 2008, a referendum was conducted to get the Board of Regents' endorsement of President Roman's plan to appeal to President Arroyo to include U.P. among those agencies that should be entitled to the productivity bonus of P10,000 which the President of the Philippines recently announced.

Eleven of the twelve Regents favorably endorsed President Roman's planned appeal (one Regent could not be reached for his response to the survey).

The President informed the Board that this is now moot and academic since the University has been included among those agencies that should be entitled to the productivity bonus.

AGREEMENTS

Note: These agreements have gone through the standard University processes of the Constituent Universities (CUs) 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

Deed of Donation and Acceptance between the University of the Philippines (Donee) and the Courtesy Point Technology, Inc. (Donor)

Donations: Hardware and Software particularly the Infrays Point of Sale Software amounting to US\$2,220.00

LCD Touchscreen PC Cashier Server
Epson TM-220B Check/Receipt Printer
Epson TM-220B Kitchen/Bar Printer
IGourmate (Restaurant) software Base License
IGourmate (Restaurant) 1/10 License

End-User: College of Home Economics, U.P. Diliman

Particulars:

- a. CPTI does convey, by way of deed of donation, the hardware and software particularly the Infrays Point of Sale Software;
- b. It is understood that CPTI shall claim tax credit for the above donation and the Customer shall issue the corresponding certificate, receipt or other document as may be required by the Bureau of Internal Revenue for the purpose of proving such tax credit entitlement;
- c. CPTI will provide hardware and software warranty and the term will be six (6) months starting at the time of live-run;
- d. The warranty shall include the following:
 - d.1. initial diagnostic by Modem. On-site diagnostic if needed;
 - d.2. labour to replace parts to maintain hardware. Customer shall shoulder part to be replaced;
 - d.3. semi-annual preventive maintenance;
 - d.4. software diagnostic and repair. Upgrade if necessary; and
 - d.5. telephone support 0900-1800, Monday to Friday. Otherwise, telephone support will be through mobile

phone.

- e. CPTI gives this warranty subject to the conditions that CPTI shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow CPTI instructions (whether oral or in writing), misuse or neglect or improper installation or alteration or repair of the Products without CPTI approval;
- f. Customer use or possession of the product after expiration of the applicable warranty period started above shall be conclusive evidence that the warranty is fulfilled to the full satisfaction of Customer.
- g. After the initial six (6) months warranty period, Customer may opt to extend the services under the coverage of the warranty by paying the Annual Maintenance Fee;
- h. The Annual Maintenance Fee shall be initially pegged at PhP15,431.16 and shall be subject to a yearly increase of ten percent (10%).

Date signed: 24 September 2008

Donation Agreement between the University of the Philippines Diliman (Donee) and Mr. Kurt Souvey of Hitachi Global Storage Technologies Singapore, Pte. Ltd. (Donor)

Donation: Used equipment and licensed associated software

Implementing Unit: National Institute of Physics
College of Science and College of Engineering
U.P. Diliman

Amount of Donation: \$1.9 Million

Particulars:

- a. Hitachi GST does not represent or warrant that the use of the Equipment or Software or any other material or technical information furnished in the Agreement will not infringe any patent, trademark, copyright, trade secret, or other proprietary interests or intellectual property rights or any third party and it shall be Donee's sole responsibility to make such determination as is necessary with respect to any rights of third parties. Hitachi GST shall not have any liability with respect to any claim made by any third party on account of, or arising from, the use of such Equipment or Software or other materials or technical information.
- b. Donee hereby acknowledges that Hitachi GST has made no statements or representations inconsistent with a donation of the Property on an AS IS basis. Further, consistent with a donation, Hitachi GST shall have no responsibility for (a) disassembly, shipping, installation warranty, maintenance, engineering changes, repair or technical support of the Equipment donated, or for providing manuals, drawing, instructions, spare or replacement parts for such Equipment, or (b) providing updates, changes or installation or technical support in relation to the Software; and
- c. Donee represents and confirms that there are no plans to sell, loan or transfer the donated Property to a third party. For a period of two (2) years from the date the Agreement is executed by both parties, if Donee sells, loans or transfers any Equipment to a third party without Hitachi GST's prior written consent, which will not be unreasonably withheld, Donee will pay Hitachi GST the fair market value of such Equipment as of the Availability Date. In addition, Donee shall not assign the Agreement or any rights under the Agreement without prior written consent of Hitachi GST.

Date signed: 18 July 2008

Memorandum of Agreement between the University of the Philippines and Baguio City

Project: Landslide Mitigation Demonstration Project

(U.P. Diliman in coordination with the Asian Disaster Preparedness (ADPC), is conducting research on landslide monitoring and intervention designed to increase the awareness of the communities in landslide-prone areas of the risks, hazards, mitigation and prevention of landslide. The Norwegian Geotechnical Institute is funding the Project for U.P. Diliman in the amount of P1,200,000.00).

Implementing Unit: College of Engineering, U.P. Diliman

Particulars:

Obligation of U.P. Diliman:

- a. Provide the City of Baguio the prescribed design and construction of the drainage canal at the demonstration site at Brgy. San Luis at Asin Road, Baguio City; and
- b. Provide to the City of Baguio the allotted amount of P1,200,000.00 as its contribution in the co-financing of the Project.

Obligation of City of Baguio:

- a. Conduct a competitive bidding process in accordance with law for the awarding of the contract for the construction of the drainage canal and the planting of vetiver grass on the slope of the demonstration site at Bgy. San Luis according to the design and specifications of U.P. Diliman;
- b. Provide the balance of the project cost of PhP400,000.00 or until the Project is completed according to the design and specifications of U.P. Diliman; and
- c. Monitor the execution of the Project and prepare and submit to U.P. Diliman monthly project status reports in the format recommended by U.P. Diliman.

Effectivity: One (1) year

Date signed: 24 October 2008

Memorandum of Agreement between the University of the Philippines, Department of Science and Technology (DOST) and the Philippine Council for Industry and Energy Research and Development (PCIERD)

Project: Development of Biological + Ozonation Process as Treatment for Effluents of Distillery and Large-Water Demand Industries under the Program Engineering Research and Development Technologies

Implementing Unit: Department of Chemical Engineering, College of Engineering, U.P. Diliman (UPD-DCE)

Amount: PhP3,709,602.00

Particulars:

- a. The project shall be undertaken by UPD-DCE in accordance with the approved project proposal and shall be monitored by PCIERD;
- b. The DOST support to the project shall be a total grant of P3,709,602.00 to be expended as allocated in the approved

Project Line-Item Budget. The Amended Guidelines Governing the Grants-in-Aid Program of DOST shall govern the implementation of the project; and

- c. The DOST-EXECOM approved the financial assistance of P3,709,602.00 covering the period October 1, 2008 to September 30, 2009 as per letter of Dr. Graciano P. Yumul, Jr., Undersecretary for R&D, to Engr. Raul C. Sabularse, Deputy Executive Director, PCIERD.

Date signed: 7 November 2008

Memorandum of Understanding between the Member Institutions of The ASEAN University Network/Southeast Asia Engineering Education Development Network (AUN/SEED-Net)

Project: AUN/SEED-Net Project on Engineering Education and Research

Implementing Unit: College of Engineering, U.P. Diliman

Particulars:

The parties are keen to promote bilateral and multilateral collaborations, joint activities, as well as interactions amongst themselves through such activities as:

- a. Annual AUN/SEED-Net meetings among the management teams of the Parties;
- b. Development of human resources for education;
- c. Joint research activities and publications;
- d. Regional conferences, workshops and symposia;
- e. Regional academic societies;
- f. Exchange of students;
- g. Exchange of academic and administrative staff;
- h. Exchange of academic information and materials;
- i. Sharing of academic facilities and resources, subject to availability; and
- j. Team teaching or short-term academic programs.

Effectivity: Effective for five (5) years

Memorandum of Agreement between the University of the Philippines and the Department of Science and Technology/Technology Innovation for Commercialization Program (DOST/TECHNICOM), Philippine Council for Aquatic and Marine Research and Development (PCAMRD), and Secura International Corporation (SECURA)

Project: Development of Semi-Commercial Scale (Tank Culture) of Pyrodinium for Neosaxitoxin and Saxitoxin Production

Implementing Unit: The Marine Science Institute, College of Science, U.P. Diliman

Amount: PhP1,383,732.00

Particulars:

DOST/TECHNICOM shall:

- a. Provide funds for the project in the amount of P1,383,732.00 to be expended and released in accordance with the approved line-item-budget; and
- b. Oversee the overall project implementation and ensure that conditions and policies are strictly followed during the project implementation and after the completion of the project.

PCAMRD shall:

- a. Not use the funds for money market placement, time deposits and other forms of investments not related to the project;
- b. Ensure that funds received from DOST/TECHNICOM are used solely for the project as described in the Memorandum of Agreement;
- c. Monitor, evaluate and document project activities and ensure that the implementation follows the approved project proposal and targeted activities are being carried out according to schedule;
- d. Inform the DOST/TECHNICOM of relevant concerns and problems met, if any, during the implementation of the project;
- e. Submit to DOST/TECHNICOM the following reports:
 - e.1. Semi-annual Financial Report using the Financial Report Format, duly certified by PCAMRD's accountant shall be submitted a month after the due date during the calendar year. Financial Reports shall be itemized in accordance with the approved Line-Item Budget;
 - e.2. Audited Terminal Financial Report of all disbursements made of funds extended duly certified by PCAMRD's accounting officer and verified by PCAMRD's resident COA auditor to facilitate liquidation of DOST/TECHNICOM funds released to the project within three (3) months after the completion of the project;
 - e.3. Assessment Report using the Quarterly Assessment Report Format of the submitted Status Report and semi or annual Financial Reports of UPMSI within one month after the due date during the calendar year;
 - e.4. Appraisal Report of the Terminal Report of the project using the Appraisal Report Format within one (1) month of receipt of the latter; and
 - e.5. Put DOST/TECHNICOM inventory tag stickers on the individual equipment acquired out of project funds in cooperation with DOST/TECHNICOM, U.P. Diliman and SECURA.

U.P. MSI shall:

- a. Ensure that funds received from DOST/TECHNICOM are used solely for the project;
- b. Implement the project in accordance with the Schedule of Activities;
- c. Not use the funds for money market placement, time deposits and other forms of investments not related to the project; and
- d. Submit to DOST/TECHNICOM through PCAMRD the following reports:
 - d.1. Quarterly Status Report using the Status Report Format within 15 days after each quarter of calendar year;
 - d.2. Semi-Annual Financial Report using the Financial Report Format duly certified by U.P. Diliman accountant within 15 days after the due date during the calendar year. Financial Reports shall be itemized in accordance with the approved line-item-budget;
 - d.3. Terminal Report in two (2) copies using the Terminal Report Format to be submitted not later than sixty (60) days after the completion of the project; and
 - d.4. Equipment Report in three (3) copies which shall indicate the completion of equipment acquisition and installation, and signed Inventory Format to facilitate liquidation of DOST/TECHNICOM funds released to the project one (1) month after the project completion.

SECURA shall:

- a. Provide the required counterpart for the Technology

Commercialization Plan; and

- b. Have the first option of refusal to commercialize the technology and manufacture the products after the development and scale up studies.

Date notarized: 13 October 2008

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

Project: Pilot Study on the DNA Barcoding of Selected Philippine Birds

Implementing Unit: Institute of Biology, College of Science
U.P. Diliman

Amount: PhP500,000.00

Particulars:***PCASRTD Assistance:***

- a. Grant of PhP500,000.00;
- b. Technical assistance relevant to the achievement of the objectives; and
- c. Assistance in coordinating with other government agencies in matters requiring attention or cooperation in so far as these are relevant to the project and within PCASRTD's capability.

PCASTRD reserves the right to discontinue support for the project or its assistance at any time for violation of the project terms and conditions stipulated and upon determining that the results obtained or reasonably expectable do not justify further activity, in which case, all equipment purchased from the project funds shall be returned to PCASTRD. However, no discontinuance of the project shall be made without a 15-day written prior notification to UPD.

Obligation of the Project Leader:

- a. The program shall be undertaken by the Project Leader and in conformance with the Guidelines to PCASTRD Grants-in-Aid for Research and Development and Guidelines for the Grants-in-Aid funds of DOST and its Agencies; and
- b. The Project Leader is expected to fulfill the obligations spelled out in the Agreement.

Effectivity: 16 July 2008 to 15 July 2009

Date signed: 8 October 2008

Memorandum of Agreement between the University of the Philippines Diliman and the University of the Philippines Visayas

Project: Hydrodynamic Characterization and Oil Spill Dispersal Patterns in Guimaras Strait and Panay Gulf

Implementing Unit: The Marine Science Institute,
College of Science, U.P. Diliman

Particulars:***The U.P. Visayas shall:***

- a. Provide financial assistance for the project with a grant of

- Php500,000.00 which shall be released to U.P. Diliman; and
- b. Regularly monitor and evaluate the implementation of the project and ensure that the specific work plans are achieved according to agreed methodology/procedure and budget.

The U.P. Diliman shall:

- a. Be the main implementing agency of providing overall leadership of the project and shall take charge of conducting the study;
- b. Ensure that the project is implemented following the approved methodology and budget and specific objectives are adequately addressed;
- c. Oversee the preparation of all project reports. These include:
 - c.1. Progress report based on 50% completion of the approved work plan (2 hard copies and 1 electronic copy in CD);
 - c.2. Final technical report revised on the basis of recommendations gathered in the research review (3 hard copies and 1 electronic copy in CD);
 - c.3. Manuscript for publication (1 hard copies and an electronic copy in CD); and
 - c.4. Financial reports together with recommendations within one (1) month after completion of the project.

These reports should be submitted to the UPV Oil Spill Response Program (OSRP).

Effectivity: Shall be implemented immediately or upon release of project funds and shall be completed within a period of one (1) year and only a maximum of six (6) months extension

Date signed: 23 October 2008

Memorandum of Agreement between the University of the Philippines Diliman, Department of Science and Technology (DOST) and the Philippine Council for Industry and Energy Research and Development (PCIERD)

Project: Rediscovering the Philippine Setting: Meteorology, Mineralization and Tectonics (RPSM2inT) Meeting

(The Project aims to reevaluate the geologic setting in the Philippines with regard to new exploration models, alternative tectonic models and the deposition to accumulation of resources taking into consideration related geological hazards and other environmental concerns.)

Implementing Unit: National Institute of Geological Sciences, College of Science, U.P. Diliman

Amount: Php300,000.00

Particulars:

- a. The project shall be undertaken by UPD-NIGS and shall be monitored by PCIERD in accordance with the approved project proposal; and
- b. The DOST support to the Project shall be a total grant of P300,000.00 to be expended as allocated in the approved Project Line-Item Budget. The Amended Guidelines Governing the Grants-in-Aid Program of DOST shall govern the implementation of the project.

Memorandum of Agreement between the University of the Philippines and the Advanced Science and Technology Institute (ASTI)

Project: Internet Service from ASTI through the PREGINET to U.P. Computer Center

Implementing Unit: University Computer Center, U.P. Diliman

Particulars:

Responsibilities of ASTI:

- a. ASTI shall allow the University to connect to the PREGINET Network;
- b. ASTI shall operate, monitor and maintain the Service, including the national backbone up to regional access points, Internet connectivity and International Research and Education connectivity;
- c. ASTI and/or the Connectivity Provider, shall install the necessary equipment to establish the Service. The installation schedule of the said equipment shall be agreed upon between the University and ASTI;
- d. ASTI shall abide with the applicable safety procedures, policies and standards of the University, which procedures, policies and standards shall have been communicated to ASTI in writing, prior to the implementation of the Agreement when performing installation, repair, maintenance or inspection of facilities and equipment within the University's premises;
- e. ASTI shall immediately inform the University, whenever feasible, of any operational problems or outages that may arise in its network and shall forthwith restore the Service upon occurrence; and
- f. ASTI shall notify the University at least five (5) calendar days prior to any scheduled Service Interruption.

Responsibility of the University:

- a. The University shall allow ASTI or its Connectivity Provider to provide and install equipment at the University's premises for the sole purpose of enabling and operationalizing the Service;
- b. The University, at its expense, shall supply the electric power and airconditioning needed for the smooth and uninterrupted operation of the ASTI or Connectivity Provider equipment installed at its premises;
- c. The University shall not in any manner alter ASTI's or the Connectivity Provider's equipment nor attach any equipment or other devices without the prior written approval of ASTI or the Connectivity Provider;
- d. The University shall not assign, transfer, sublease, change or otherwise part with ASTI's or the Connectivity Provider's equipment;
- e. The University shall exercise due care in the handling of ASTI's or the Connectivity Provider's equipment. Any loss or damage to any ASTI-owned or Connectivity Provider-owned equipment resulting from negligence or omission of the University, its employees or representatives and/or agents, if any, shall be chargeable to the University up to the actual cost of the said equipment in case of loss or the actual cost or repair in case of repairable damage;
- f. Upon the termination of the Agreement, the University shall allow ASTI or the Connectivity Provider to retrieve the ASTI-owned and Connectivity Provider-owned equipment and other appurtenances found at and/or installed at the University's

- premises;
- g. The University shall provide necessary networking equipment for the University to connect to PREGINET through ASTI;
 - h. The University shall acknowledge the assistance of DOST-ASTI-PREGINET in press releases or statements, printed materials, and in the University website;
 - i. The University shall participate as a voting member in the meetings of PREGINET partners and of meetings called for by PREGINET;
 - j. The University shall adhere to all network policies to be instituted by PREGINET in relation to the use of the Service; and
 - k. The University shall use the Service only for its own internal use and shall not in any manner, directly or indirectly, allow any third party to use, avail of, or benefit from the Service unless otherwise mutually agreed upon in writing by the University and ASTI, in which case said agreement shall be reflected as an addendum to the Agreement.

Effectivity: One (1) year

Date notarized: 25 November 2008

U.P. MANILA

Memorandum of Agreement between the University of the Philippines Manila and the Jonelta Foundation School of Medicine-University of Perpetual Help System DALTA (JFSM-UPHSD)

Project: Joint Agreement on Educational Scientific Cooperation

Implementing Unit: Office of the Vice-Chancellor for Academic Affairs, U.P. Manila

Particulars:

- a. Within fields that are mutually acceptable and subject to the requirements of each institution's own academic programs, research activities and other academic undertakings, the following forms of cooperation may be pursued:
 - Joint research;
 - Consultancy services;
 - Exchange of information including, but not limited to, research publications;
 - Participation in seminars, lectures and academic meetings; and
 - Exchange of faculty for part-time teaching.
- b. UP and JFSM-UPHSD shall identify specific academic projects that they may decide to undertake collaboratively within the period of effectivity of the Agreement. The details and other implementing guidelines shall be agreed upon in writing by the parties in subsequent specific agreements, which shall form an integral part of the main Agreement;
- c. In the case of part-time teaching of faculty of one institution in another, the rules and procedures governing such activity are embodied in Annex A which shall form an integral part of the Agreement;
- d. Acknowledging that each of them have invested in the development and training of their respective faculty members and academic personnel, UP and JFSM-UPHSD agree not to solicit for employment or "pirate" each other's faculty members and academic personnel. Any recruitment of a faculty shall require the prior written consent of the institution to which the faculty member belongs, subject to the following pre-requisites:
 - The transfer of the faculty shall not result to the disruption of ongoing academic programs or projects of his/her institution;
- e. Nothing contained or implied in the Agreement shall constitute or be deemed to constitute a partnership between UP and JFSM-UPHSD;
- f. All research/project outputs, discoveries and/or inventions/innovations produced by virtue of and pursuant to the Agreement shall be jointly owned by the parties. The details of the terms and conditions concerning intellectual property rights shall be agreed upon by the parties in subsequent specific agreements, subject to the parties' respective policy guidelines on the matter, which shall form integral part/s of the main Agreement. Each party shall respect the academic freedom of the other in utilizing any intellectual output in accordance with the academic policies, programs and thrusts of each institution;
- g. Any publication arising from the activities undertaken by virtue of and pursuant to the Agreement shall clearly establish and identify the name of the parties as the source of the output. All reports pursuant to the Agreement shall identify, recognize and include in the report the names of the principal authors, researchers and/or project leaders;
- h. The parties understand that any financial arrangement shall be negotiated and shall depend upon availability of funds; and
- i. In order to ensure proper implementation and management, each institution shall appoint a representative to act as liaison officer for purposes of the Agreement.

Effectivity: Three (3) years commencing upon signing of the Agreement subject to annual review, without prejudice to renewal upon mutual agreement of the parties

Date signed: 15 April 2008

Memorandum of Agreement between the University of the Philippines Manila and the PHAREX Health Corporation (PHC)

Project: PHAREX Community MD Program: Provision of Five-Year Medical Education Scholarship to Qualified Students from the Ladderized Program of the University of the Philippines Manila, School of Health Sciences in Palo, Leyte

Implementing Unit: Office of the Vice-Chancellor for Academic Affairs, U.P. Manila

Particulars:

U.P. Manila through the School of Health Sciences shall:

- a. Assess the applicants for admission to the Doctor of Medicine program in accordance with the school's admission criteria;
- b. Submit to PHAREX the names of qualified students to receive the scholarship grant identified and duly endorsed by selected depressed and underserved communities;
- c. Implement policies concerning the scholarship program;
- d. Develop/provide formal education to selected student-scholars leading to the degree of Doctor of Medicine;
- e. Provide the venue and support facilities such as library, computers, laboratories and other facilities necessary for the

- completion of the course;
- f. Develop learning materials and other audio visual aids which are appropriate and relevant to the needs of the student-scholars;
 - g. Allow the conduct of semestral monitoring and school visit of PHAREX representative(s);
 - h. Monitor and assess the performance of the student-scholars and regularly submit performance evaluation and/or progress reports of the student-scholars to PHAREX;
 - i. Bill PHAREX for tuition fees, miscellaneous fees, laboratory and student fees on a semestral basis; and
 - j. Confer the title/degree on the student-scholars upon successful completion of all academic and other requirements.

PHAREX shall:

- a. Provide financial assistance to five (5) qualified student-scholars until they complete the program;
- b. Conform and adhere to the school's admission, screening procedures, and all policies pertinent to admission to UP Manila;
- c. Lend expertise and other support necessary to ensure the success of the program;
- d. Remit to UP Manila tuition, laboratory, NSTP, miscellaneous, local counterpart fund and student fund fees incurred by the student-scholars per billing submitted by the latter (UP Manila) on a semestral basis within fifteen (15) days after the date of receipt of billing from UP Manila;
- e. Assist in the monitoring of the performance of the student-scholars. Each student-scholar shall not incur a mark of NEEDS TUTORIAL for the entire duration of the scholarship program.

Effectivity: Effective upon signing and shall commence on October 2008 until December 2009

Date signed: 4 November 2008

U.P. LOS BAÑOS

Memorandum of Understanding between the University of the Philippines Los Baños and Vietnam Forestry University, Xuan Mai, Chuong My, Hanoi, Vietnam (VFU)

Project: Exchange of faculty, scholars and academic information and materials

Particulars:

- a. VFU and UPLB agree to promote the following exchange activities based on their respective academic and educational needs:
 - Exchange of faculty and scholars (professors, lecturers, or researchers);
 - Exchange of students;
 - Exchange of academic information and materials;
 - Organization of joint research programs;
 - Organization of joint conferences; and
 - Other academic exchanges agreed to by both organizations.
- b. The implementation of each specific exchange based on the agreement shall be separately negotiated and determined by both universities. Efforts shall be made by both sides to find financial sources for carrying out the exchange programs.
- c. All intellectual properties including but not limited to all researches planned, performed, accomplished under the MOU shall be subject to provisions of the "Governing Principles and Policies on Intellectual Property Rights of the University of the

Philippines System."

Effectivity: Shall commence on August 2008 and shall continue until August 2011

Date signed: 20 August 2008

Memorandum of Understanding between the University of the Philippines Los Baños and the Houei Group, Miyazaki, Japan

Project: Academic Exchange

Particulars:

- a. Houei and UPLB agree to develop and perform the following exchanges:
 - Exchange of experts;
 - Exchange of academic information and materials;
 - Organization of joint research programs;
 - Organization of joint conferences; training and study tours; and
 - Other academic exchanges agreed to by both organizations.
- b. The implementation of each specific exchange based on the agreement shall be separately negotiated and determined by both universities. Efforts shall be made by both sides to find financial sources for carrying out the exchange programs.
- c. All intellectual properties including but not limited to all researches planned, performed, accomplished under the MOU shall be subject to provisions of the "Governing Principles and Policies on Intellectual Property Rights of the University of the Philippines System."

Effectivity: Effective for five (5) years starting 11 July 2008 until 10 July 2013

Request of President Emerlinda R. Roman for Amendment of travel authority for attendance at the 2nd ASEAN University Network (AUN) Rectors' Conference and the 24th meeting of the AUN Board of Trustees

Due to the recent political turmoil in Bangkok, the above captioned activities originally slated for early this month have been re-scheduled to next year. In view of this, the President requests permission to travel to Brunei Darussalam on official time, this time, from 28 to 30 January 2009, with entitlements to an economy round-trip airfare, actual expenses for hotel and un-sponsored meals, the usual pre-travel allowance and that portion of the daily subsistence allowance (DSA) intended for incidentals all to be charged against the UP International Linkages Fund. The President will be reading a paper on research collaboration on 29 January 2009.

From U.P., the President further requests the following:

1. payment of her salary while on official travel;
2. the use of official passport; and
3. travel tax exemption.

As mentioned in her previous letter, the UP President's annual participation in said activities is a university commitment to the AUN. The latter will take care only of conference meals and local transportation.

Board action: APPROVAL.

Memorandum of Agreement between the University of the Philippines and the Toyota Motor Philippines Corporation (TMP)

Donation: Construction of an Asian Heritage House and Auditorium

Beneficiary Unit: Asian Center, U.P. Diliman

Amount: P100 Million

Particulars:

- a. U.P. shall make available one hectare of its property which shall be exclusively devoted to the construction of a research institute, library, museum and auditorium for the Asian Center;
- b. The P100 Million budget allocated by TMP shall include construction of two buildings, airconditioning, and landscaping;
- c. The name of the building shall be GT-Toyota Asian Heritage House and GT-Toyota Asian Center Auditorium. Any addition to or change in names, including rooms and future extensions, shall be subject to agreement;
- d. There shall be spaces for lease that U.P. and TMP may agree to utilize solely for museum-related activities such as museum store and coffee shop;
- e. TMP shall provide PhP100,000.00 a month for maintenance of the facilities for three years after turn-over;
- f. There shall be a U.P. construction management committee to oversee construction of the building, in coordination with TMP;
- g. There shall be a building management committee to see to it that following transfer of the building to the University, income of the building shall be properly utilized for maintenance, future repairs, and purposes related to the original functions of the Asian Center; and
- h. Any addition or major alteration within one hectare shall be done only with mutual consent.

Board action: APPROVAL.

On the Widening of C-5/Katipunan Avenue fronting U.P. Integrated School

This is an update of the on-going talks between the University, through the Office of the Vice-Chancellor for Community Affairs (OVCCA), and the Department of Public Works and Highways (DPWH) regarding the proposed widening of C-5/ Katipunan Avenue, fronting the U.P. Integrated School. As per the assessment of the Office of the Campus Architect (OCA) and Prof. Louie Balicanta of the Department of Geodetic Engineering, the total area that will be eaten up from U.P. land is 6,451 sq. meters.

Said widening has been approved in principle by the BOR at its 1234th meeting on 31 July 2008, provided U.P. shall be given "just compensation" for any of its land that will be affected by the project. While the DPWH in their August 11, 2008 letter "maintains its previous commitment to pay just compensation, whatever may be deemed appropriate in accordance with the existing law", they have honestly admitted that a certificate of funds available for such compensation is not available at this time. Meanwhile, they have committed to the following:

1. Construction of a new reinforced fence along U.P. Integrated School that will also serve as sound barrier. Said fence shall be put up BEFORE the widening to ensure the safety of the students, staff and faculty of UPIS;
2. Relocation of the existing concrete footbridge from its present site to the vicinity of Quirino Street (road between CHE and Narra Dormitory). A new steel footbridge shall be constructed

by the DPWH; and

3. Construction of fence from Magsaysay Street to C.P. Garcia. Priority shall be given to the construction of the collapsing concrete walls between Magsaysay and Shuster Streets. The OVCCA has persuaded the DPWH to erect said wall as the ongoing widening of the C-5 in front of Balara has further compromised the stability of said wall.

The aforementioned works are not included in the scope of work for the widening project. However, DPWH has committed to undertake such in favor of the University. Further, in view of the current development of the C-5, it appears that the only section where traffic shall be eventually constricted is the one fronting UPIS. The University does not stand in the way of development, and granting the road-right-of-way to DPWH for a national road is not contrary to the University's principles. The offer of DPWH to undertake the construction of the fence along UPIS and from Magsaysay Street to C.P. Garcia Avenue is an opportunity for the University to secure its land from intrusion of outsiders and to protect the welfare of its constituents.

The proposed extension of the C-5 project by the MMDA that shall affect RIPADA shall no longer be pursued and that the DPWH has been mobilized to undertake the C-5 project following the original alignment (Tandang Sora alignment).

It is proposed that the DPWH be given permission to proceed with the widening project.

Board action: NOTATION.

N.B. About two weeks after this report was submitted to the President, the latter received a call from Mayor Feliciano "Sonny" Belmonte of Quezon City informing her that he just had a meeting with President Arroyo and Chairman Bayani Fernando. President Arroyo informed them that the C-5 Project will be revived. However, there are no details on this yet.

Memorandum of Agreement between the University of the Philippines and the Department of Public Works and Highways (DPWH)

Project: Construction of the Department of Industrial Engineering-Mechanical Engineering Building

Amount of the Contract: Not more than P104,400,000.00, inclusive of the 3% for DPWH engineering supervision and administrative overhead (ESAO)

Period of Contract: Construction Schedule to be drawn up by the parties upon execution of the Agreement

Mode of Procurement: Negotiated Procurement under Sec. 53 (e) of Republic Act No. 9184 and its Implementing Rules and Regulations

Particulars:

Roles and Responsibilities of the University:

1. Provide the DPWH with the architectural and engineering design and specifications of the Project and such other data, information and documents as may be required for the Project;
2. Transfer to the DPWH the project cost estimated at no more than PhP104,000,000.00, inclusive of the three percent (3%) for DPWH engineering supervision and administrative overhead

(ESAO), net of architectural and engineering design costs, in accordance with the Schedule of Fund Transfer/Releases as shall be drawn up hereafter, subject to funds availability and pertinent government rules and regulations;

3. Provide such other requirements relevant to the Project, including the necessary clearances and similar exit-entry permits in the area of work and an area with electrical and water supply as temporary shelter/bunkhouse for construction workers and storage shed for the protection of construction materials for the duration of the Project; and
4. Designate a representative and/or project team to coordinate with the DPWH on all matters relative to the implementation and completion of the Project.

Roles and Responsibilities of the DPWH:

1. Undertake the procurement of the Project in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations, including general public bidding and award, ensuring that the University is properly represented throughout the procurement process;
2. Obtain and/or otherwise ensure availability/approval of all pertinent permits and such other requirements in the implementation of the Project;
3. Provide full-time supervision of the Project, maintaining a continuing and close liaison and cooperation with the University to ensure that the construction of the Project conforms to the approved plans, specifications, program of work, and is within budget and time schedule;
4. Maintain a competent, full-time supervisory staff at the Project site to coordinate and provide general direction of the work and/or progress of the contractor/supplier of the Project;
5. Submit periodic reports to the University regarding progress of works, problems encountered, construction force, and status of accomplishments;
6. Evaluate and make recommendations on all requests of proposals for changes, amendments, or any variation orders, and ensure proper execution of such variation orders as the University may authorize;
7. Prepare and approve all billings of the contractor/supplier in accordance with the terms of the Contract with notice to the University;
8. Conduct final inspection of completed works, with the University representative, for the issuance of the certificate of substantial and/or final completion, and recommend acceptance of the works;
9. Turn-over the Project to the University in accordance with the approved implementation schedule and upon issuance of the Final Inspection Reports and Certificate of Acceptance; and
10. Ensure that all warranties and representations by the contractor/supplier under Republic Act No. 9184 and its Implementing Rules and Regulations and other applicable laws are enforced in the interest of the University and the public service, in general.

Roles and Responsibilities of both parties:

1. Jointly monitor, with DPWH as primary agency, through the respective Project Management and Monitoring Counterpart Teams the progress and implementation of the Project, and ensure the acceptability and adherence to design and construction standards of the ongoing and completed works prior to the issuance of the final Certificate of Acceptance;
2. The parties agree to sign, execute, and deliver the Schedule of Transfer/Release of Project funds, construction schedule, and such other agreements and documents in furtherance or in the implementation of the Agreement, all of which subsequent documents shall form integral parts hereof.

Effectivity: Effective upon approval of the Board of Regents

In the Procurement of Civil Works for this Project, the requirements of Republic Act No. 9184 and its Implementing Rules and Regulations, as well as the University's Delineation of Authority, have been complied with.

Board action: APPROVAL.

End of Term Report of the Faculty Regent

Board action: NOTATION. The President, on behalf of the Board, thanked Regent Librero for this Report and for his contributions to policymaking at the level of the Board of Regents.

The Board NOTED the following:

Conclusion of the Collective Negotiation Agreements (CNA) Between the University and the Administrative Union and the Academic Union

The two CNAs have been concluded between the University and the Academic and the Administrative Unions. For the Academic Union, this will be its first CNA while it is a successful renewal for that of the Administrative Union. The final drafts of the CNA are being finalized and will be submitted to the Board of Regents for confirmation upon ratification by the respective principals.

The signing of the two CNAs was held on 12 December 2008 from 10-11 at the Lobby of Quezon Hall.

Credit Load Equivalent in "UNITS" of the Doctor of Medicine Program

The University Council of U.P. Manila approved at its 77th meeting held on 4 December 2008 the credit load equivalent in "UNITS" of the Doctor of Medicine Program. The President of the University, by virtue of the authority granted her by the Board of Regents, approved the same on 10 December 2008.

Rationale

The computation of the 2007 U.P. System Adjusted Tuition and Other Fees is based on the credit units enrolled by the students. However, the U.P. College of Medicine credit load is in hours or weeks. There is thus a need to convert the credit hours to units.

Background

At the 1238th BOR Meeting held on 28 November 2008 it was clarified that the 2007 U.P. Adjusted Tuition and Other Fees SUPERSEDED the 2006 U.P. College of Medicine one-time Tuition Adjustment and Supplemental Fee increase. Thus, the U.P. College of Medicine will implement the U.P. System Adjusted Tuition and Other Fees with base tuition per credit unit of Php1,000.00 on incoming LU3 students (Direct and Lateral entrants) effective AY 2009-2010.

Credit Load Equivalent in "Units" of the Doctor of Medicine Program

Approved number of hours or weeks shall be converted to number of UNITS based on University rules.

Lecture, SGD, Panel discussion	1 hour = 1/16 unit
Laboratory, independent study	1 hour = 1/32 unit
Clinical rotations, ward work	1 hour = 1/24 unit
Average proportion of Lecture, SGD, Panel discussion versus Laboratory, independent study	3:1
To pro-rate proportion of credit hour	1 hour = 1/20 unit (0.05)

Learning Unit III				Learning Unit IV			
Subject	Hours	Proposed Credit Units		Subject	Hours	Proposed Credit Units	
		1 st Sem	2 nd Sem			1 st Sem	2 nd Sem
HS 201	40	2.0		HS 202	108	5.5	5.5
OS 201	120	6.0		Ther 201	80	4.0	4.0
OS 203	104	6.0		OS 213	216	11.0	11.0
OS 204	72	3.5		OS 215	180	9.0	9.0
OS 205	144	7.0		IDC 212	16	1.0	1.0
IDC 211	32	0.75	0.75	IDC 203	64	1.5	1.5
IDC 202	64	1.5	1.5	OS 216	72	1.75	1.75
OS 202	136	3.5	3.5	OS 211	180	9.0	9.0
HD 201	130		6.5	OS 212	180	9.0	9.0
HD 202	120		6.0	OS 214	180	9.0	9.0
IDC 211.1	90		4.5	Elective	32	1.5	1.5
OS 206	142		7.0				
Total	1194	29.25	29.75	Total	1308	33.75	31.75

Learning Unit V			Learning Unit VI			Learning Unit VII		
Subject	No. of Hours	Units	Subject	No. of Hours	Units	Subject	No. of Hours	Units
OS 207	4 weeks	6	Anesth 251	2 weeks	3	Anesth 260	1	1.5
Ther 201	2 weeks	3	EM 251	2 weeks	3	FCH 250	8	2
Anesth 250	1 week	1.5	FCH 251	4 weeks	6	Med 250	8	12
FCH 250.1	2 weeks	3	Med 251	6 weeks	9	Neurosc 260	3	4.5
FCH 250.2	2 weeks	3	Neuro 251	2 weeks	3	OB Gyn 260	8	12
Integ 250	1 week	1.5	OB Gyn 251	4 weeks	6	Ophth 260	2	3
Med 250	3 weeks	4.5	Ophth 251	2 weeks	3	ORL 260	2	3
Musc 250	2 weeks	3	ORL 251	2 weeks	3	Ortho 260	2	3
Neuro 250	2 weeks	3	Ortho 251	2 weeks	3	Pedia 260	8	12
OB Gyn 260	4 weeks	6	Pedia 251	4 weeks	6	Rehab 260	2	3
Ophth 250	1 week	1.5	Rehab 251	2 weeks	3	Surg 250	8	12
ORL 250	1 week	1.5	Surg 251	4 weeks	6			
Pedia 250	4 weeks	6	IDC 205	64 hrs	4			
Radio 250	2 weeks	3	Electives	4 weeks	6			
Surg 250	3 weeks	4.5						
IDC 204	1 week	1.5						
IDC 213	24 hours	1.5						
IDC 221	1 week	1.5						
IDC 222	1 week	1.5						
Electives	2 weeks	3						
Total	39 Weeks + 24 hrs.	60	Total	40 weeks + 64 hrs.	64	Total	52	78

Credit Load Equivalent in UNITS

Learning Unit	Semester		Total
	1st	2nd	
3	29.25	29.75	59
4	33.75	31.75	65.5
5	30	30	60
6	32	32	64
7*	39	39	78

*No tuition in LU VII

Change of schedule of the U.P. Baguio University Council Meeting to approve candidates for graduation for the First Semester, SY 2008-2009 from December 1, 2008 (as per approved calendar for U.P. Baguio) to December 15, 2008

December 1, 2008 has been declared a holiday and there will be a PAC meeting the following Monday, December 8.

The President has approved this change by virtue of the authority given her by the Board of Regents.

Change of schedule of the U.P. Manila University Council Meeting from December 5, 2008 (as reflected in the Academic Calendar 2008-2009 of U.P. Manila) to December 4, 2008

Chancellor Ramon L. Arcadio has to attend a meeting with the officials of the National Capital Region (NCR) Health Research Development Committee of the Department of Science and Technology (DOST) on December 5, 2008.

The President has approved this change by virtue of the authority given her by the Board of Regents.

DEEDS OF DONATION

U.P. Foundation, Inc.

Deed of Donation and Acceptance between the U.P. Foundation, Inc. and Atty. Gizela Gonzalez (Donor)

Purpose: Establishment of Gonzalo W. Gonzalez Professorial Chair in Corporation Law, College of Law, U.P. Diliman

Grant: PhP 1,500,000.00

Beneficiary Unit: College of Law, U.P. Diliman

Particulars:

- The Donation shall be used to support the establishment and awarding of a professorial chair to be known as the "Gonzalo W. Gonzalez Professorial Chair in Corporation Law" at the College of Law, U.P. Diliman;
- The Donee shall manage the donation and only its earnings may be used in awarding the "Gonzalo W. Gonzalez Professorial Chair in Corporation Law";
- The "Gonzalo W. Gonzalez Professorial Chair in Corporation Law" shall be awarded in accordance with the applicable policies and guidelines of the University of the Philippines in effect as of such awarding, not inconsistent with the above-mentioned terms;
- This agreement may be amended by mutual consent of the Donor and the Donee; and
- The Donee hereby accepts and acknowledges receipt of the donation, and expresses its sincere appreciation to the Donor.

Date signed: 8 December 2008

U.P. Engineering Research & Development Foundation, Inc.

Deed of Donation and Acceptance between the U.P. Engineering Research & Development Foundation, Inc. (Donee) and Analog Devices (Donor)

Purpose: Establishment of Analog Devices U.P. Centennial Professorial Chair Grant in Engineering, College of Engineering, U.P. Diliman

Grant: PhP120,000.00 per year for Five (5) years

Beneficiary Unit: College of Engineering, U.P. Diliman

Particulars:

- a. The Donor hereby transfers and conveys, by way of donation, unto said Donee the above-mentioned sum;
- b. The Donee accepts and acknowledges receipt of the donation made in its favor by the Donor, and expresses its appreciation and gratitude of the kind generosity of the Donor;
- c. The Donee warrants that the donated sum shall be utilized solely and exclusively for the purpose intended by the Donor (establishment of the Analog Devices U.P. Centennial Professorial Chair Grant in Engineering); and
- d. The Donee acknowledges that it shall be liable for all taxes that may be imposed relative to the Deed of Donation.

Effectivity: Effective from the date of execution

Date signed: 17 November 2008

U.P. MANILA

Deed of Donation and Acceptance between U.P. Manila (Donee) and Dr. Charlotte M. Chiong (Donor)

Donation: Audiometric Steady State Response (ASSR) Machine

Recipient: U.P. Manila National Institutes of Health intended for the use of the Philippine National Ear Institute

Particulars:

- a. The Donee accepts and acknowledges receipt of the donation made in its favor by Dr. Charlotte M. Chiong and expresses its appreciation and gratitude for the liberality of Dr. Charlotte M. Chiong; and
- b. The Donee warrants that the donated equipment shall be utilized solely and exclusively for the purpose intended by Dr. Charlotte M. Chiong.

Date notarized: 30 September 2008

CONTRACTS/AGREEMENTS

U.P. DILIMAN

Memorandum of Agreement between the University of the Philippines Diliman and the University of the Philippines Kappa Epsilon Alumni Association, Inc. (Donor)

Project: Renovation, upgrading and repair of Rooms 206, 228-A and 204 of Palma Hall

Particulars:

Obligations of the Donor:

- a. Renovate and upgrade Room 206 and Room 228-A of Palma Hall from its present condition into functional audio-visual rooms in accordance with the Plans approved by the Office of the Campus Architect (OCA) and according to the Project Timetable and Costing proposed by the Donor;
- b. Repair Room 204 of Palma Hall and replace existing air-conditioning units found therein in accordance with the Plans

approved by the OCA and according to the Project Timetable and Costing proposed by the Donor;

- c. Conduct all repair and upgrading work in coordination with the OCA and other applicable Offices of the University and in strict compliance with the renovation plans, schedules and estimated costs approved by the University;
- d. Upon completion of the repair and upgrading work, donate to the University the completed renovation, upgrading and repair works to the rooms of the Palma Hall West Wing, including all improvements and equipment found therein, subject to the Rules and Regulations of the University regarding donations; and
- e. Provide funding to the University for the maintenance of the donated work and equipment in the immediately preceding clause.

Obligations of the University:

- a. Adhere as closely as possible to proposed schedules of repair and upgrading work presented by the Donor, and approve the same, subject to the academic needs of the University during the period concerned;
- b. Allow the Donor to access the Palma Hall West Wing for the duration of the repair and renovation work, in accordance with approved schedules, as well as provide an area for Temporary Facilities for the Donor; and
- c. Upon acceptance of the entire Works, allow the putting of a signage in the assigned rooms recognizing the donation of Kappa Epsilon Alumni Association, Inc., subject to exiting rules and regulations of the University.

Date signed: 27 November 2008

Contract for Security Services between the University of the Philippines Diliman (University) and the 168 Security and Allied Services, Inc. (Agency)

Services: Security Services for the North Sector of U.P. Diliman Campus (5th Extension)

Amount of the Contract: PhP2,946,017.47

Particulars:

The Agency shall adopt in full, all terms and conditions, contained in the Contract of Security Services entered between the University of the Philippines Diliman and 168 Security and Allied Services, Inc. notarized on August 29, 2007.

The University shall pay the Agency based on actual deployment of guards or actual security service rendered.

Justification (for extension): The 5th extension is due to the conduct of thorough post qualification process of the second lowest bidder in the public bidding.

The University conducted public bidding on 22 May 2008 in accordance with Republic Act No. 9184, but the Technical Working Group (TWG) for security needs time to conduct post-qualification of the lowest bidder to verify several concerns. The TWG had submitted its report. Notice of Award to Glocke Security Systems, Inc. was served and the takeover shall be effective November 1, 2008.

Statement from the Chancellor:

Pertinent laws (RA 9184, the Procurement Law), University rules

and regulations have been fulfilled/complied with in the execution/ signing of the contract.

Effectivity: 7:00 A.M. of October 1, 2008 to 7:00 A.M. of November 1, 2008

Date signed: 19 November 2008

Contract of Janitorial Services between the U.P. Diliman and the Philcare Manpower Services (Agency)

Service: Janitorial Services for North Sector, U.P. Diliman, Quezon City

Amount: PhP27,778,185.84

Mode of Procurement: Bidding under RA 9184 and its IRR-A

Particulars:

The Agency shall:

- a. Provide janitorial services for the North Sector of U.P. Diliman, Quezon City, subject to certain conditions; and
- b. Post a Performance Bond in the form of a PhP1,800,000.00 Escrow Deposit.

The University shall:

- a. Pay contract price of janitorial services to Agency on semi-monthly basis over the year, in equal installments, subject to certain conditions.

Period of Contract: 16 May 2008 to 15 May 2009

Date notarized: 2 June 2008

General Construction Agreement between the University of the Philippines Diliman and Reygem Builders (Contractor)

Project: Proposed Waterproofing of Concrete Roof, International Center

Amount of Contract: PhP611,098.86

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

Particulars:

- a. The Contractor shall:
 1. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related work for the project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;
 2. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping and any other necessary arrangement for such materials, machinery, and equipment within the site;
 3. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against

damage, robbery, and pilferage, and shall be responsible for any damage or loss; and

4. Render warranty services on all works performed in accordance with the provisions of the Agreement and the Contract Documents.
- b. Prior to or upon signing of the Agreement, the Contractor shall furnish the University a Performance Bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the Agreement.
- c. The Contractor shall furnish the University with a Guarantee Bond in an amount equal to ten percent (10%) of the Contract Price, effective for a period of one (1) year, reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.
- d. The Office of the Campus Architect of the University shall have the following functions and responsibilities:
 1. Supervise all phases of the construction works covered under the Agreement;
 2. Conduct regular inspection of the ongoing construction works, its premises, including the inspection of the materials and supplies being used for construction;
 3. Recommend to the University or its proper authorities, any work changes, suspension, or stoppage of the works; and
 4. Certify as to the percentage of completion of the construction works.

Statement from the Chancellor:

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University's Delineation of Authority, have been complied with.

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

Date signed: 10 November 2008

General Construction Agreement between the University of the Philippines Diliman and E.P. Cornejo Construction (Contractor)

Project: Proposed Rehabilitation of the College of Home Economics Annex Building

Amount of Contract: PhP1,465,400.00

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

Particulars:

- a. The Contractor shall:
 1. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related work for the project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;
 2. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control,

- transportation, safekeeping and any other necessary arrangement for such materials, machinery, and equipment within the site;
3. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and
 4. Render warranty services on all works performed in accordance with the provisions of the Agreement and the Contract Documents.
- b. Prior to or upon signing of the Agreement, the Contractor shall furnish the University a Performance Bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the Agreement.
 - c. The Contractor shall furnish the University with a Guarantee Bond in an amount equal to ten percent (10%) of the Contract Price, effective for a period of one (1) year reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.
 - d. The Office of the Campus Architect of the University shall have the following functions and responsibilities:
 1. Supervise all phases of the construction works covered under the Agreement;
 2. Conduct regular inspection of the ongoing construction works, its premises, including the inspection of the materials and supplies being used for construction;
 3. Recommend to the University or its proper authorities, any work changes, suspension, or stoppage of the works; and
 4. Certify as to the percentage of completion of the construction works.

Statement from the Chancellor:

In the Procurement of Civil Works for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University's Delineation of Authority, have been complied with.

Period of contract: Seventy-Five (75) Calendar Days as specified in the Notice to Proceed issued by the University

Date signed: 30 October 2008

U.P. MANILA

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

Service: Newborn Screening Media Campaign – TV and Radio Commercial Placement

Amount: PhP5,600,000.00

Mode of Procurement: Bidding Process – Preprocurement conference was held on 11 June 2008 and the BAC II recommended the use of alternative mode of procurement (direct invitation) which was approved by the Chancellor on 4 July 2008

Particulars:

Information related to the Project:

- a. The Institute of Human Genetics, National Institutes of Health (IHG-NIH) of U.P. Manila would like to increase the number of babies screened;
- b. U.P. Manila's goal for the campaign is to increase the level of awareness among its clientele (hospitals, medical practitioners, patients, and the general public) on newborn screening.

GMA Services and Other Related Matters:

- a. GMA shall render the following services to the IHG-NIH of U.P. Manila:
 - a.1. Television Commercial Placements
 - a.1.a. Shows: Top-rating female/mothers oriented shows – daytime and primetime
 - a.1.b. Placement: Daytime and Primetime
 - Monday to Sunday
 - 30 seconder placement/airing for 30 days on top rating female/mothers oriented shows
 - a.2. Radio Commercial Placements
 - a.2.a. Shows: Top-rating radio shows
 - a.2.b. Placement:
 - 30 seconder placement/ airing for 30 days with intervals of 30 minutes
 - Live mention/announcement to be made by the anchor/s or announcer/s during the program where the radio commercial was aired
 - Simultaneous airing with partner/regional stations nationwide

Pertinent laws (RA 9184, the Procurement Law) and the University rules and regulations have been fulfilled/complied within the execution/signing of the contract.

Period of Contract: Thirty (30) Calendar days upon acceptance of the Notice to Proceed issued by the University

Date notarized: 5 November 2008

General Construction Agreement between the University of the Philippines Manila and IDAJR Builders and Construction Supply (IDAJRBCS)

Project: Proposed Renovation of the Administration Building, School of Health Sciences, Palo, Leyte

Amount: PhP2,998,850.00

Mode of Procurement: Public Bidding conducted on 10 September 2008 in accordance with RA 9184 and its Implementing Rules and Regulations-A (IRR-A)

Particulars:

Responsibilities of the contractor:

1. The contractor shall supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the project;
2. The contractor shall be responsible for the unloading, unpacking, and inspection of all contract furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such

materials, machinery and equipment within the site as its own expense;

3. The contractor shall ensure adequate protection at all times of all materials, machinery and equipment in the construction site against damage, robbery and pilferage and shall be responsible for any damage or loss;
4. The contractor shall render warranty services on all works performed in accordance with the provisions of the Agreement and the Contract Documents incorporated hereto;
5. The contractor shall secure all pertinent permits required by any government office or agency in connection with the project;
6. The contractor shall comply with all laws, rules and regulations promulgated by the government of the Republic of the Philippines, including those on labor, environment, safety and sanitation, those regulating the construction industry, and other pertinent laws;
7. The contractor shall immediately notify the University in writing and comply with the instructions to be given by the University, if any portion of the agreement or parts of the contract documents are contrary to any law, rules and regulations;
8. The contractor shall take all precautionary measures to ensure the safety and convenience of the workers and the general public and to take all appropriate steps to prevent damage or injury to persons or property in or about or adjacent to the premises where the work is being performed;
9. The contractor warrants and guarantees that all materials to be used for the project are new, first class, free from hidden defects, and fully comply in every respect with the specifications, approved samples, and other requirements of the contract documents;
10. The contractor warrants that the works done under the agreement, including those performed by sub-contractors, if any, shall be free from defect, shrinkage, fault due to defective or improper materials, planning or workmanship;
11. In the event of pre-termination, the contractor, its representatives, personnel, or sub-contractors shall voluntarily turn over the project to the University and in no case continue occupying the premises and its surroundings;
12. The contractor shall leave the work in good order upon completion;
13. The contractor shall be responsible for the storage and safekeeping of all University-supplied materials, if any, fully turned over to its custody by the University;
14. The contractor assumes full responsibility for the acts, omissions, or negligence of its employees, workers, agents, and those of its sub-contractors and their employees, as well as for all other persons doing work under the agreement; and
15. The contractor shall hold the university free and harmless from, and hereby binds and obligates itself to indemnify the University for liabilities, losses, damages, injuries including death, claims, demands, suits, proceedings, judgments, awards, fines, penalties and all expenses of whatever kind and nature arising from and by reason of the agreement.

Period of contract: Within Ninety (90) working days reckoned from the date of receipt of the notice to proceed

U.P. LOS BAÑOS

General Construction Agreement between the University of the Philippines Los Baños and the Azulrem Construction and Engineering Services (Contractor)

Project: Construction of Security Perimeter Fence beside DZLB Transmitter House/Tower, U.P. Los Baños, Laguna

Amount: PhP876,029.73

Mode of Procurement: Public Bidding conducted on 4 July 2008 in accordance with RA 9184 and its Implementing Rules and Regulations-A (IRR-A)

Scope of Work:

The Contractor shall:

1. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents necessary to prosecute the work to completion, as called for in the plans and scope of works;
2. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
3. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage and shall be responsible for any damage or loss; and
4. Render warranty services on all works performed in accordance with the provisions of the agreement and the contract documents incorporated.

Period of contract: Within Seventy-five (75) calendar days reckoned from the date of receipt of the Notice to proceed

General Construction Agreement between the University of the Philippines Los Baños and the R'Cel General Contractor and General Merchandise (Contractor)

Project: Rehabilitation of CPAf buildings and Facilities, U.P. Los Baños, Laguna

Amount: PhP1,744,348.34

Mode of Procurement: Public Bidding conducted on 20 June 2008 in accordance with RA 9184 and its Implementing Rules and Regulations-A (IRRA)

Scope of Work:

The Contractor shall:

1. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents necessary to prosecute the work to completion, as called for in the plans and scope of works;
2. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;

3. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage and shall be responsible for any damage or loss; and
4. Render warranty services on all works performed in accordance with the provisions of the agreement and the contract documents incorporated.

Period of contract: Within Seventy-five (75) calendar days reckoned from the date of receipt of the Notice to proceed

General Construction Agreement between the University of the Philippines Los Baños and the Khornerstone Group Corporation (Contractor)

Project: Supply of Materials, Labor, Tools and Equipment for the Provision of Internet Wi-Fi Antenna including appurtenant electrical and civil works

Amount: PhP1,381,526.13

Mode of Procurement: Public Bidding conducted on 1 August 2008 in accordance with RA 9184 and its Implementing Rules and Regulations-A (IRR-A)

Scope of Work:

The Contractor shall:

1. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the plans and scope of works;
2. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
3. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage and shall be responsible for any damage or loss; and
4. Render warranty services on all works performed in accordance with the provisions of the agreement and the contract documents incorporated.

Period of contract: Within Seventy-five (75) calendar days reckoned from the date of receipt of the Notice to Proceed

General Construction Agreement between the University of the Philippines Los Baños and the ASM Francisco Construction and Development Corporation (Contractor)

Project: Construction of the new College of Arts and Sciences building (completion of 4th floor - Wings B and C only), U.P. Los Baños, Laguna

Amount: PhP7,578,956.50

Mode of Procurement: Public Bidding conducted on 11 July 2008 in accordance with RA 9184 and its Implementing Rules and Regulations-A (IRR-A)

Scope of Work:

The Contractor shall:

1. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the plans and scope of works;
2. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
3. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage and shall be responsible for any damage or loss; and
4. Render warranty services on all works performed in accordance with the provisions of the agreement and the contract documents incorporated.

Period of contract: Within One Hundred Fifty (150) calendar days reckoned from the date of receipt of the Notice to Proceed

U.P. OPEN UNIVERSITY

Memorandum of Agreement between the U.P. Open University and the U.P. Open University Foundation, Inc.

Project: Establishment of the UPOUFI Professorial Chair in Open and Distance Learning

Amount: The Professorial Chair will be awarded every two years. The amount of the award will be FIFTY THOUSAND PESOS (PhP50,000.00)

Particulars:

Obligations of UPOU:

- a. Screen the applicants/nominees according to its existing rules and regulations for Professorial Chair; and
- b. Request the disbursement of funds to the Chair holder/s upon the submission of the necessary documents.

Obligation of UPOUFI:

- a. Pay the Chair holder/s in accordance with the request made by UPOU; and
- b. The Foundation shall comply with the terms of the 2008 MOA and all relevant laws, ordinances and government rules and regulations, including those which may be passed or promulgated prior to the termination of the Agreement, and shall be responsible for all damages either to the UPOU, to third parties or to the government, national and local, for the observance of such laws, ordinances and rules and regulations.

Effectivity: Effective from the date of execution until revoked by parties

Date signed: 18 November 2008

SEPARATIONS FROM THE SERVICE

U.P. SYSTEM

Arcena, Gertrudes O., Clerk II, Office of the Vice President for Administration, effective 16 November 2008 (Resignation)

U.P. DILIMAN

Arandia, Hayde B., Director IV, Diliman Budget Office, effective 1 October 2008 (Compulsory Retirement)

Jimenez, Rosario D., Associate Professor 7, School of Urban and Regional Planning, effective 4 October 2008 (Compulsory Retirement)

Jugo, Carmelita P., Utility Worker II, Office of the Vice Chancellor for Administration, effective 8 October 2008 (Compulsory Retirement)

Estrada, Rogelio DL., Bookbinder IV, University Library, effective 15 October 2008 (Compulsory Retirement)

Ungson, Lilian B., Professor 1, College of Science, effective 16 October 2008 (Compulsory Retirement)

Beldia, Paquito V., Carpenter II, Campus Maintenance Office, effective 28 October 2008 (Death)

Turalba, Ma. Cristina V., Associate Professor 7, College of Architecture, effective 31 October 2008 (Compulsory Retirement)

Rosel, Antonietta S., Associate Professor 4, College of Social Sciences and Philosophy, effective 1 November 2008 (Compulsory Retirement)

Chan, Cecilia F., Associate Professor 6, College of Arts and Letters, effective 1 November 2008 (Optional Retirement)

Reforma, Mila A., Professor 12, National College of Public Administration and Governance, effective 1 November 2008 (Optional Retirement)

Abundo, Michael Lochinvar S., Instructor 7, College of Engineering, effective 1 November 2008 (Resignation)

Alonzo, Carlo Amadeo C., Assistant Professor 3, College of Science-National Institute of Physics, effective 1 November 2008 (Resignation)

Bautista, Godofredo Jr., S., Instructor 7, College of Science-National Institute of Physics, effective 1 November 2008 (Resignation)

Camagay, Manuel Jose D., University Extension Associate I, National Center for Transportation Studies, effective 1 November 2008 (Resignation)

Cemine, Vernon Julius R., Assistant Professor 3, College of Science-National Institute of Physics, effective 1 November 2008 (Resignation)

Gabayno, Jacque Lynn F., Instructor 7, College of Science-National Institute of Physics, effective 1 November 2008 (Resignation)

Jacosalem, Naomi Jane P., University Research Associate I, College of Science-National Institute of Physics, effective 1 November 2008 (Resignation)

Limson, Gabriel Enrique H., Instructor 7, College of Science-Institute of Mathematics Department, effective 1 November 2008 (Resignation)

Orprecio, Iris Christine I., Instructor 1, College of Science-Institute of Mathematics Department, effective 1 November 2008 (Resignation)

Singidas, Bess G., Instructor 7, College of Science-National Institute of Physics, effective 1 November 2008 (Resignation)

Villanueva, Lorraine F., Associate Professor 1, College of Home Economics, effective 1 November 2008 (Resignation)

Villanueva, Anthony Allan D., Instructor 7, College of Science-National Institute of Physics, effective 1 November 2008 (Resignation)

Rafael, Marieta S., Human Resource Management Officer IV, Human Resource Development Office, effective 3 November 2008 (Optional Retirement)

Simon, Amina A., University Researcher II, Office of Counseling and Guidance, effective 4 November 2008 (Resignation)

Espinas, Milagros R., Professor 5, Asian Center, effective 5 November 2008 (Compulsory Retirement)

Sodusta, Emalyn L., University Researcher III, National College of Public Administration and Governance, effective 5 November 2008 (Compulsory Retirement)

Arconado, Victoria T., University Research Associate I, National Engineering Center, effective 7 November 2008 (Resignation)

Burlat, Jesusa C., Midwife II, University Health Service, effective 9 November 2008 (Compulsory Retirement)

Luna, Ma. Veritas F., Associate Professor 6, College of Home Economics, effective 10 November 2008 (Optional Retirement)

Reyes, Emma P., Artist-Illustrator II, Office of the University Registrar, effective 11 November 2008 (Death)

Torres-Villanueva, Celia Aurora T., Associate Professor 7, College of Science-National Institute of Molecular Biology and Biotechnology, effective 11 November 2008 (Resignation)

Landrito, Leonardo E., Special Police Sergeant, U.P. Diliman Police, effective 13 November 2008 (Compulsory Retirement)

Sabangan, Cresencia M., Bookbinder III, U.P. Press, effective 15 November 2008 (Optional Retirement)

Sy, Helen F., University Extension Specialist III, National Engineering Center, effective 16 November 2008 (Resignation)

Cumpio, Roman A., Utility Worker II, Campus Maintenance Office, effective 18 November 2008 (Compulsory Retirement)

Alcantara, Miriam C., Associate Professor 1, College of Home Economics, effective 26 November 2008 (Optional Retirement)

Camara, Erlinda F., Professor 12, College of Education, effective 28 November 2008 (Compulsory Retirement)

Alberto, Maria Adelaida E., University Extension Specialist III, Diliman Gender Office, effective 30 November 2008 (Resignation)

Carandang, Natalio T., Supply Officer II, Supply and Property Management Office, effective 1 December 2008 (Optional Retirement)

Daria, Vincent Ricardo M., Associate Professor 7, College of Science-National Institute of Physics, effective 1 December 2008 (Resignation)

Rodas, Dhanna Kerina B., Assistant Professor 2, College of Education, effective 1 December 2008 (Resignation)

Simbulan, Carmelita M., College Librarian IV, University Library, effective 5 December 2008 (Compulsory Retirement)

Madrid, Ernesto M., Special Police Sergeant, U.P. Diliman Police, effective 9 December 2008 (Compulsory Retirement)

Balonso, Celinia E., Professor 4, College of Education, effective 10 December 2008 (Compulsory Retirement)

Macaspac, Zenaida S., University Extension Specialist III, Institute for Small-Scale Industries, effective 14 December 2008 (Compulsory Retirement)

Soltes, Dominador Jr. P., Clerk II, College of Home Economics, effective 18 December 2008 (Resignation)

Camba, Bernardita DL., Supply Officer II, University Food Service, effective 19 December 2008 (Compulsory Retirement)

Pernia, Ernesto M., Professor 6, School of Economics, effective 30 December 2008 (Compulsory Retirement)

Perucho, Geronimo Jr. R., Engineer IV, PABX-Office of the Vice Chancellor for Administration, effective 31 December 2008 (Compulsory Retirement)

Flores, Salvador Jr. P., Computer Programmer 3, College of Science-Computational Science Research Center, effective 31 December 2008 (End of Contract)

Lopos, Bootes E., University Researcher II, Center for Local and Regional Governance, effective 31 December 2008 (Resignation)

U.P. MANILA**1st Quarter**

Quiring, Joffrey Sebastian E., Clinical Associate Professor, College of Medicine, effective 1 June 2008 (Expiration of Appointment)

3rd Quarter

Albrecht, Christine Joan D., University Research Associate II, Central Administration, effective 23 September 2008 (Resignation)

4th Quarter

De Pano, Jossa M., University Research Associate I, Central Administration, effective 23 November 2008 (Resignation)

Sun, Jeremy M., Computer Maintenance Technologist I, Central Administration, effective 1 December 2008 (Resignation)

Tan, Ana Kristine A., Lecturer I, College of Allied Medical Professions, effective 1 November 2008 (Resignation)

Uy, Sally Jane, Assistant Professor 1 (PT), College of Allied Medical Professions, effective 1 November 2008 (Resignation)

Claro, Paulyn Jean A., Assistant Professor 1, College of Arts and Sciences, effective 31 October 2008 (Resignation)

Bagnol, John Riz V., Instructor 4, College of Arts and Sciences, effective 1 November 2008 (Resignation)

Beringuela, Adela C., Professor 2, College of Arts and Sciences, effective 1 November 2008 (Retirement)

Capule, Francis R., Instructor 2, College of Arts and Sciences, effective 1 November 2008 (Resignation)

Villavicencio, Reiner DG., Instructor 2, College of Arts and Sciences, effective 1 Month 2008 (Resignation)

Evangelista, Karen V., Assistant Professor 3, College of Medicine, effective 1 November 2008 (Resignation)

Garcia, Otilia B., Professor 5, College of Medicine, effective 1 November 2008 (Retirement)

Dela Cruz-Odi, Merle F., Professor 12, College of Medicine, effective 13 November 2008 (Retirement)

Dantes, Renato B., Associate Professor 1 (PT), College of Medicine, effective 25 November 2008 (Death)

Valencia, Cynthia I., Professor 8, College of Medicine, effective 19 December 2008 (Optional Retirement)

Bascal, Fe E., Associate Professor 7 (PT), College of Medicine, effective 22 December 2008 (Optional Retirement)

De Leon, Winefreda U., Professor 3, College of Public Health, effective 3 November 2008 (Retirement)

Dela Peña, Jason O., Assistant Professor 3, College of Public Health, effective 1 December 2008 (Resignation)

PHILIPPINE GENERAL HOSPITAL**1st Quarter**

Arbizo, Mark David L., Medical Officer III, effective 1 February 2008 (Resignation)

Dy, Genevieve Ching U., Medical Officer III, effective 10 January 2008 (Resignation)

2nd Quarter

Labide, Jaime A., Administrative Aide III, effective 16 April 2008 (Disability Retirement)

3rd Quarter

Cuizon, Leo S., Admin. Aide III (Utility Worker II), 16 September 2008 (Death)

Joseph, Sabas Jayson S., Nursing Attendant I, effective 10 July 2008 (Resignation)

Manuel, John Joseph A., Laboratory Aide II, effective 18 September 2008 (Termination of Appointment)

4th Quarter

Abines, Antonio IV O., Nurse II, effective 17 November 2008 (Resignation)

Aclan, Leilani de Chavez, Medical Technologist II, effective 1 October 2008 (Resignation)

Agustin, Rosario R., Records Officer IV, effective 11 October 2008 (Compulsory Retirement)

Alcazar, Germelin J., Nurse II, effective 22 October 2008 (Resignation)

Arcilla, Jean T., Nurse II, effective 5 December 2008 (Resignation)

Beraya, Arlienita R., Nurse II, effective 22 October 2008 (Resignation)

Biala, Angelito John P., Medical Technologist II, effective 1 December 2008 (Resignation)

Buenaventura-De Guzman, Dyan Kristine V., Medical Officer III, effective 1 November 2008 (Resignation)

Butiu, Adelina S., Nursing Attendant II, effective 17 November 2008 (Optional Retirement)

Castillo, Alejandro Jr. G., Admin. Aide VI (Utility Foreman), effective 18 November 2008 (Optional Retirement)

Celo, Aida D., nursing Attendant II, effective 13 December 2008 (Optional Retirement)

Cruz, Jerico L., Nurse II, effective 8 December 2008 (Resignation)

Cruz, Mark Ryan A., Nurse II, effective 3 October 2008 (Resignation)

Cuadera, Rosario C., Laboratory Aide II, effective 29 December 2008 (Resignation)

Cuenco, Navyline G., Medical Technologist II, effective 1 October 2008 (Resignation)

De Luna, Marietta A., Administrative Assistant (Stenographer III), effective 1 October 2008 (Optional Retirement)

Dejecacion, Rex S., Nurse II, effective 25 December 2008 (Resignation)

Del Rosario, Maxima L., Executive Assistant I, effective 1 November 2008 (Optional Retirement)

Dilao, Jennilyn E., Pharmacist III, effective 7 November 2008 (Resignation)

Espejo, Ernesto J., Nurse II, effective 25 October 2008 (Resignation)

Fernandez, Arnold Joseph M., Medical Specialist III, PT, effective 31 December 2008 (Resignation)

Garcia, Eduardo I., Nurse II, effective 29 November 2008 (Resignation)

Herrera, Jose Pio Jr. T., Nurse II, effective 6 December 2008 (Resignation)

Jimenez, Wilma H., Nurse III, effective 3 October 2008 (Optional Retirement)

Laceste, Rosamond Mary O., Nurse II, effective 1 December 2008 (Resignation)

Lagaya, Gina R., Nurse III, effective 5 October 2008 (Optional Retirement)

Landicho, Desiree Joy J., Nurse III, effective 2 October 2008 (Optional Retirement)

Linang, Jerucelle P., Nurse II, effective 20 November 2008 (Resignation)

Loyloy, Josephine N., Nursing Attendant II, effective 1 November 2008 (Optional Retirement)

Malapitan, Anna Katrina S., Nurse II, effective 14 December 2008 (Resignation)

Manalo, Regalado E., Admin. Aide III (Utility Worker II), effective 4 November 2008 (Death)

Mancenido, Rosabel S., Admin. Aide IV (Clerk II), effective 1 November 2008 (Resignation)

Marquez, Rogina B., Nursing Attendant II, effective 28 December 2008 (Resignation)

Nacar, Manolito R., Admin. Aide VI, effective 1 December 2008 (Optional Retirement)

Oarmata, Cindy C., Medical Technologist II, effective 10 November 2008 (Resignation)

Orozco, Adrian E., Social Welfare Officer I, effective 1 November 2008 (Resignation)

Pascual-Domingo, Abigail C., Medical Officer III, effective 1 November 2008 (Resignation)

Raña, Julie A., Nurse II, effective 18 November 2008 (Dropped)

Reodica, Jhoman S., Medical Officer III, effective 16 October 2008 (Resignation)

Salomeo, Angelo Marco A., Nurse II, effective 20 October 2008 (Resignation)

Samiling, Fernando B., Nurse II, effective 3 December 2008 (Resignation)

Sibayan, Helen B., Nurse III, effective 1 November 2008 (Optional Retirement)

Sison, Jonalie R., Pharmacist III, effective 9 December 2008 (Resignation)

Talosis, Janine C., Pharmacist III, effective 11 November 2008 (Resignation)

Ubaldo, Solema M., Medical Technologist V, effective 1 November 2008 (Optional Retirement)

Viray, Ohmbert G., Nurse II, effective 3 November 2008 (Resignation)

U.P. LOS BAÑOS

Abilay, Remedios M., Research Associate/Professor 3, College of Agriculture, effective 18 October 2008 (Retirement)

Agraan, Filipinas S., Administrative Assistant II, Office of the Vice Chancellor for Administration, effective 18 October 2008 (Death)

Angeles, Caesar M., Legal Officer IV, Office of the Chancellor, effective 9 December 2008 (Resignation)

Atienza, Ponciano V., Farm Worker II, College of Agriculture, effective 5 December 2008 (Retirement)

Bautista, Editha T., Administrative Officer IV, College of Agriculture, effective 31 December 2008 (Optional Retirement)

Cadiz, Ma. Celeste H., Associate Professor 7, College of Development Communication, effective 1 November 2008 (Optional Retirement)

Caraballe, Marla F., Assistant Professor 1, College of Veterinary Medicine, effective 30 November 2008 (Resignation)

Colle, Marivi G., University Research Associate II, College of Agriculture, effective 31 December 2008 (Resignation)

Coral, Darwin B., Administrative Assistant II, Office of the Vice Chancellor for Planning and Development, effective 31 December 2008 (Optional Retirement)

Dela Cruz, Leandro Jr. C., Administrative Assistant III, Office of the Vice Chancellor for Research and Extension, effective 7 December 2008 (Retirement)

Delos Reyes, Marcelo C., Heavy Equipment Operator II, College of Agriculture, effective 31 December 2008 (Optional Retirement)

Delos Reyes, Merwin V., Farm Worker I, College of Agriculture, effective 31 October 2008 (Resignation)

Escritor, Esmeraldo L., Heavy Equipment Operator II, College of Agriculture, effective 31 December 2008 (Optional Retirement)

Escueta, Lucita A., Administrative Assistant V, College of Agriculture, effective 31 December 2008 (Optional Retirement)

Gapud, Victor P., Professor 5, College of Agriculture, effective 18 October 2008 (Retirement)

Gozum, Johanna R., Assistant Professor 1, College of Human Ecology, effective 30 October 2008 (Resignation)

Labita, Purita R., Administrative Aide III, College of Arts and Sciences, effective 31 December 2008 (Optional Retirement)

Lapitan, Fermin Roberto G., Instructor 4, College of Arts and Sciences, effective 1 November 2008 (Non-Renewal)

Manguiat, Maria M., Administrative Assistant V, College of Agriculture, effective 31 December 2008 (Optional Retirement)

Manipol, Numeriana P., Administrative Officer I, College of Arts and Sciences, effective 31 December 2008 (Optional Retirement)

Mariano, Eden DLR., Administrative Aide VI, Office of the Vice Chancellor for Administration, effective 1 December 2008 (Optional Retirement)

Mendoza, Ruperto B., Administrative Aide IV, Office of the Chancellor, effective 29 October 2008 (Retirement)

Penales, Venerando P., Administrative Assistant III, College of Agriculture, effective 14 November 2008 (Retirement)

Peñaranda, Alfredo M., Architect III, Office of the Vice Chancellor for Planning and Development, effective 15 November 2008 (Optional Retirement)

Rueda, Monette G., Administrative Officer I, Office of the Chancellor, effective 1 November 2008 (Resignation)

Sangel, Percival P., Assistant Professor III, College of Agriculture, effective 31 December 2008 (Resignation)

Suiza, Lorna U., Administrative Assistant V, Office of the Vice Chancellor for Administration, effective 31 December 2008 (Optional Retirement)

Sunga, Jennifer Marie C., Instructor 6, College of Human Ecology, effective 1 November 2008 (Non-Renewal)

Tolentino, Malve S., University Researcher III, College of Agriculture, effective 31 December 2008 (Optional Retirement)

U.P. BAGUIO

Bagamaspad, Annavic M., Assistant Professor 7, College of Social Sciences, effective 1 November 2008 (Retirement)

Caldito, Jovita T., Administrative Assistant II, College of Arts and Communication, effective 1 November 2008 (Resignation)

Hernandez, Flor Angel S., Associate Professor 7, College of Arts and Communication, effective 1 November 2008 (Retirement)

Perez, Aurea M., Assistant Professor 5, College of Science, effective 1 November 2008 (Resignation)

U.P. VISAYAS

2nd Quarter

Espino, Samuel S., Assistant Professor 1, College of Arts and Sciences, effective 1 June 2008 (Resignation)

4th Quarter

Alampay, Jocelyn M., Administrative Aide IV, UPV Cebu College, effective 9 December 2008 (Dropped)

Casimero, Juvy M., Instructor 1, College of Arts and Sciences, effective 1 November (Expiration of Appointment)

De Los Reyes, Jennifer Ann L., Assistant Professor 1, UPV Tacloban College, effective 1 November 2008 (Resigned)

Diaz, Rodolfo C., Administrative Aide VI, UPV Tacloban College, effective 7 October 2008 (Dropped)

Fortes, Romeo D., Professor 12, College of Fisheries and Ocean Sciences, effective 16 October 2008 (Retirement)

Fua, Margarito L., Accountant III, UPV Tacloban College, effective 4 November 2008 (Resignation)

Gentuya, Junmar G., Instructor 1, College of Arts and Sciences, effective 1 November 2008 (Expiration of Appointment)

Guzman, Teofila M., Administrative Officer II, Diliman Liaison Office, effective 1 November 2008 (Retirement)

Lagdamen, Donnie T., Administrative Assistant V, CDMO, effective 3 November 2008 (Resignation)

Landoy, Bernice Vania N., Instructor 5, College of Arts and Sciences, effective 1 November 2008 (Expiration of Appointment)

Lerona, Emmanuel A., Instructor 1, College of Arts and Sciences, effective 1 November 2008 (Expiration of Appointment)

Lim, Connie M., Associate Professor 5, College of Arts and Sciences, effective 29 October 2008 (Retirement)

Monares, Nerry J., Administrative Aide III, College of Fisheries and Ocean Sciences, effective 1 November 2008 (Retirement)

Olla, Grace C., Student Records Evaluator I, Registrar's Office, effective 1 October 2008 (Expiration of Appointment)

Pama, Monita H., Professor 2, College of Arts and Sciences, effective 31 October 2008 (Retirement)

Penuela, Sol D., Associate Professor 5, College of Arts and Sciences, effective 31 October 2008 (Retirement)

Tiston, Ariel C., Assistant Professor 1, UPV Tacloban College, effective 1 November 2008 (Expiration of Appointment)

Wenceslao, Merlie A., Professor 4, UPV Tacloban College, effective 14 December 2008 (Retirement)

U.P. MINDANAO

Delgado, Rowena S., Assistant Professor 1, College of Humanities and Social Sciences, effective 1 November 2008 (Resignation)

Somosierra, Romel L., Administrative Assistant III (Computer Operator II), Information Technology Office, effective 1 December 2008 (Resignation)

HISTORICAL DOCUMENT

Christmas Message of U.P. President Emerlinda R. Roman to the U.P. Community [Uploaded to the U.P. System Homepage on November 22, 2008]

Perhaps at no other time since the last World War has the world—indeed, the planet—been in such peril as it is today. So, perhaps at no other time has there been less reason to feel festive.

And yet, it is precisely in dark times like this that there is a need to assert the human spirit, man's ability to endure and prevail, even as a beacon of light serves to guide ships buffeted by stormy winds.

Through the whole of 2008, our University has been celebrating 100 years of excellence, leadership, and service. I see no reason to regret this. It is a record worth celebrating, a source of strength and inspiration, even as we acknowledge that there are shortcomings and failings. At the same time, we have started discussing the mechanism for constructing a blueprint for the next century. I do not intend to be derailed or discouraged in this, either by the troubling times or by negative comments. In fact, I take these simply as additional challenges to be met, with equanimity, determination, and grace. They are par for the course.

As we end our Centennial year, I invite you to look forward to the next 100 years. Hard times can be an opportunity for creativity, for imagination and innovation. Armed with our new charter, and with 100 years of accomplishment in the face of overwhelming odds, surely our chances of achieving the new goals we shall set for ourselves are better than ever.

In the meantime let us take a moment to recall the spirit of the season, and wish each other peace and good will.



EMERLINDA R. ROMAN
President