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## ADMINISTRATIVE ISSUANCES

### **Administrative Order No. PERR 09-28: Creation of a Committee that would Look into the Geothermal Operations in the Mt. Makiling Forest Reserve**

To: **Chancellor Luis Rey I. Velasco**  
**Dr. Ruben D. Tanqueco**  
**Dr. Rex Victor O. Cruz**  
**Dr. Jose O. Sargento**  
**Atty. Eleno O. Peralta**  
**Dr. Jessie C. Elauria**

It has been reported that there are several geothermal wells within the Makiling Forest Reserve and that ten (10) of those wells are within the property of the University. For the operation of the wells located on UP property, the University does not get anything. Upon inquiry, the University was informed that only Local Government Units (LGUs) are entitled to a share of the income from the wells. This is in accordance with the implementing rules and regulations governing the operation of geothermal wells.

With Chancellor Luis Rey Velasco as Chair, you are hereby constituted into a Committee to recommend ways by which the University as owner of the property can get a fair share of the income from the operation of the wells.

Please submit your report/recommendations on or before 13 May 2009, in time for the Board of Regents meeting.

Thank you.

01 April 2009

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

### **Administrative Order No. PERR 09-031: Reconstitution of the Committee for the Systemwide Constructors Performance Evaluation System-Implementing Unit (CPES-IU)**

To: **Assistant Vice President Ariel S. Betan**, Chair  
**Dr. Gerard A. Lico**, Member  
**Arch. Allen R. Buenaventura**, Member

The Committee for Systemwide Constructors Performance Evaluation System-Implementing Unit (CPES-IU) is hereby reconstituted, effective 1 April 2009 until 31 March 2010.

The Committee shall perform the following functions, but not be limited to:

1. Orientation and training of employees in the Office of the Campus Architect/Campus Maintenance Office or other similar units on the Constructors Performance Evaluation;
2. Selection, coordination and endorsement of the various Constituent Universities (CUs) constructors performance evaluators for appropriate accreditation by the Philippine Domestic Construction Board (PDCB);
3. Monitoring/implementation of project evaluation in the CUs;
4. Preparation/databanking of CPES reports of the CUs and other related functions;
5. Periodic evaluation/submission of the CPES; and
6. Coordination with the Office of the Campus Architect/Campus Maintenance Office of CUs or other similar units, the Construction Industry Authority of the Philippines (CIAP) and the PDCB.

The Chair is authorized to designate/tap the services of additional technical/support staff if he deems necessary.

The Chair, members, technical/support staff shall be entitled to honoraria for standing committee, level 1.

It is understood that the Systemwide CPES-IU shall be available for CU Committees on CPE for coordination and guidance.

23 April 2009

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

### **Administrative Order No. PERR 09-034: Constitution of the Systemwide Performance Evaluation Review Committee (UPSPERC) for the Appeal of Mr. Florendo C. Sambrano of SPMO, UP Los Baños regarding his January to June 2007 Performance Rating**

To: **Dr. Arlene A. Samaniego**  
 Vice President for Administration

**Dr. Angela D. Escoto**  
 Director, System HRDO

**Ms. Soledad P. Sagun**  
 Vice President, UP Supervisors' Association

**Mr. Jossel Ebesate**  
 Representative from Second Level Employees

The Systemwide Performance Evaluation Review Committee (UPSPERC) is hereby constituted, with Vice President Arlene A. Samaniego as Chair, for the review/resolution of the appeal of Mr. Florendo C. Sambrano of SPMO, UP Los Baños regarding his January to June 2007 performance rating.

The committee members and support staff shall be entitled to the honoraria allowed by the Board of Regents for ad hoc committees level 2. All expenses in the performance of its task shall be charged against the Office of the Vice President for Administration.

12 May 2009

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

### **Administrative Order No. PERR 09-035: Search Committee for the Next Director of the National Institute of Physics**

To: **Dr. Sergio S. Cao**  
 Chancellor

**Usec. Fortunato T. de la Peña**, Co-Chair  
 Designated Representative of DOST Sec. Estrella Alabastro

**Dean Caesar A. Saloma**  
 Member

**Dr. Alvin Culaba**, NRCP Representative  
 Member

**Dr. Romeric Pobre**, NIP Alumni Representative  
 Member

The term of Dr. Arnel S. Salvador, current Director of the NIP, will end on May 31, 2009. The selection and appointment of the NIP Director is governed by Section 5 & 6 of Executive Order No. 5, which states thus:

"Section 5. **The Director of the NIP.** The NIP shall be headed by a Director who shall serve as the principal academic leader and chief executive officer of the NIP. The Director shall be appointed for a term of three (3) years by the President of the UP System. To qualify for appointment as Director of the NIP, a person must have (1) a Ph.D. (or the equivalent degree) in pure or applied physics; (2) several research publications in pure or applied physics; and (3) some administrative experience."

"Section 6. **Selection of the Director.** In the selection of the Director of the NIP, the President shall be assisted by a five-member Search Committee composed of the Chancellor of UP Diliman as Chairman, the Minister of Science (Secretary, DOST) or his Deputy Minister (Undersecretary) as Co-Chairman, the Dean of the College of Science, as member, and two (2) additional members to be appointed by the President and nominated by the first three (3) aforementioned members from among the following: the Chairman of the Physics Division of the National Research Council of the Philippines, the President of the UP Physics Alumni Association, and the NIP's Professors Emeriti."

In accordance with the above provisions, please constitute yourselves into a Search Committee for the next director of the NIP.

Please submit your report and recommendations to this Office on or before 31 May 2009.

12 May 2009

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

**Administrative Order No. PERR 09-037: Search Committee for the Director of the National Institute of Molecular Biology and Biotechnology (NIMBB), UP Diliman**

To: **Dr. Sergio S. Cao**  
Chancellor

**Usec. Fortunato T. de la Peña**, Co-Chair  
Designated Representative of DOST Sec. Estrella Alabastro

**Dean Caesar A. Saloma**  
Member

**Dr. Lourdes J. Cruz**, NASTMSI  
Member

**Dr. Reynaldo Eborá**, Executive Director of the PCASTRD  
Member

The term of Dr. Cynthia T. Hedreyda, current Director of the NIMBB, will end on May 31, 2009. The selection and appointment of the NIMBB Director is governed by Section 6 of Executive Order No. 4, which states thus:

"The BIOTECH UP Diliman shall be headed by a Director who shall serve as the principal academic leader and chief executive officer of the BIOTECH UP Diliman. The Director shall be appointed for a term of three (3) years by the University President upon the endorsement of the Chancellor. To qualify for appointment as Director, a person must have the following minimum requirements: (1) a Ph.D. or the equivalent degree in molecular biology or biotechnology

or a closely related field of study; (2) several research publications in molecular biology and biotechnology; and (3) some administrative experience."

In accordance with the above provisions, please constitute yourselves into a Search Committee for the next director of the NIMBB.

Please submit your report and recommendations to this Office on or before 31 May 2009.

12 May 2009

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

**Administrative Order No. PERR 09-040: Rice Subsidy/Allowance**

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

The Board of Regents, in its 1243<sup>rd</sup> meeting on 29 May 2009, approved the grant of the first rice subsidy/allowance for 2009 equivalent to One Thousand Five Hundred Pesos (P1,500.00) CASH to be given to the administrative personnel covered by the Collective Negotiation Agreement (CNA) between the University and the All-UP Workers Union (AUPWU) and to faculty and REPS covered by the CNA between the University and the All-UP Academic Employees Union (AUPAEU).

In the spirit of equity, the Board of Regents also approved that the same rice subsidy/allowance of P1,500.00 be given to the faculty, REPS and administrative personnel not covered by the CNAs between the University and the Administrative and Academic Unions.

This shall be charged against the current year's Internal Operating Budget of the Constituent Universities and the Philippine General Hospital, subject to all applicable government accounting and auditing rules and regulations.

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

02 June 2009

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

**Administrative Order No. PERR 09-045: Constitution of an Ad Hoc Committee Composed of Accredited Constructors Performance Evaluators to Assess Several Infrastructure Projects of UP Open University**

To: **Engr. Ruben D. Tanqueco**  
Vice Chancellor for Planning and Development  
UP Los Baños

**Engr. Conrado E. Cortes**  
Office of the Campus Architect  
UP Diliman

**Engr. Edinel V. Tadeo**  
Campus Planning, Development and Management Office  
UP Manila

Pursuant to Administrative Order No. PERR 09-031, an ad hoc committee composed of accredited Constructors Performance Evaluators (CPEs) to assess current infrastructure projects of UP Open University is hereby constituted, with Engr. Ruben D. Tanqueco as Team Leader/Chair.

All expenses (travel, accommodation, and others), honoraria and per diem of the members and support staff shall be charged against the UP Open University's Administrative Overhead Fund (AOF) as approved by the Board of Regents (1221<sup>st</sup> meeting held on 28 June 2007).

The Committee, including the support staff, shall be entitled to honoraria for ad hoc committee level 1.

23 June 2009

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

**Administrative Order No. PERR 09-046: Constitution of an Ad Hoc Committee composed of accredited Constructors Performance Evaluators (CPEs) to Assess Several Infrastructure Projects of UP Diliman**

To: **Arch. Allen R. Buenaventura**  
Campus Planning, Development and Management Office  
UP Manila

**Engr. Orlando B. Perez**  
Campus Planning, Development and Management Office  
UP Manila

**Engr. Andres B. Dalisay**  
UP Los Baños

**Engr. Conrado E. Cortes**  
Office of the Campus Architect  
UP Diliman

Pursuant to Administrative Order No. PERR 09-031, an ad hoc committee composed of accredited Constructors Performance Evaluators (CPEs) to assess current infrastructure projects of UP Diliman, is hereby constituted with the following:

**Team 1**

Arch. Allen R. Buenaventura, Team Leader/Chair  
Engr. Andres B. Dalisay,

**Team 2**

Engr. Orlando B. Perez, Team Leader/Chair  
Engr. Conrado E. Cortes

All expenses (travel, accommodation, and others), honoraria and per diem of the members and support staff shall be charged against the UP Diliman's Administrative Overhead Fund (AOF) as approved by the Board of Regents (1221<sup>st</sup> meeting held on 28 June 2007).

The Committee, including the support staff shall be entitled to honoraria for ad hoc committee level 1.

23 June 2009

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

**Administrative Order No. PERR 09-049: UP College of Engineering Centennial Commission**

To: **Dr. Rowena Cristina L. Guevara**, Overall Chair  
**Engr. Jesus P. Francisco**, Co-Chair for Program  
**Dr. Magdaleno B. Albarracin, Jr.**, Co-Chair for Fund Raising  
**Engr. Isidro A. Consunji**, Co-Chair for Fund Raising  
**Engr. Filemon T. Berba, Jr.**, Member

The UP College of Engineering will be celebrating its Centennial Year in 2010. Please constitute yourselves as the UP College of Engineering Centennial Commission that will formulate and guide the plan of activities for the occasion.

I understand Dean Guevara has reached out to each of you and that you have expressed willingness to extend your help in this regard. Thank you very much for your continuing support to the College and the University.

We are still awaiting the results of the UP AE election. As soon as the UP AE President is known, we shall formally recognize him/her as member of the Commission and request him/her to serve as Co-Chair for Promotion.

25 June 2009

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

**Memorandum No. PERR 09-015: Faculty and Staff Promotion**

To: **All Chancellors**

We are pleased to inform you that the Department of Budget and Management (DBM) has informed the University of the availability of funds for faculty and staff promotion for 2009. This merit promotion for faculty and staff effective April 1, 2009, covering the period April 1, 2008 and March 31, 2009, may now be processed.

Please bear in mind that this promotion should be selective and based solely on merit and based on the same principles and guidelines in the 2008 Merit Promotion. We realize that you will need time to collect and process data to enable colleges/units to establish their priorities for the optimum utilization of the funds allocated to them. Thus, we enjoin you to make the call for promotion in your respective campuses immediately.

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

As you all know, promotions in UP are possible only when additional funds are provided for this purpose by the DBM. We assure the community that we are working closely with DBM to ensure that UP will get more funds for promotion in subsequent years. I hope that this incentive will motivate us to push harder towards Excellence, Service and Leadership in UP's next 100 years.

01 April 2009

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

**Memorandum No. PERR 09-016: Maintenance of Donations Database**

FOR: **Chancellor Sergio S. Cao**  
**Chancellor Luis Rey I. Velasco**  
**Chancellor Ramon L. Arcadio**  
**Chancellor Minda J. Formacion**  
**Chancellor Grace J. Alfonso**  
**Chancellor Gilda C. Rivero**  
**Chancellor Priscilla S. Macansantos**

Attention: **CU database Administrators,**  
UP Centennial Fund Campaign

Congratulations to all for a most successful campaign! As mentioned earlier, we shall take advantage of the momentum and continue with our efforts at raising additional funds for UP. This also means we shall continue to build our database.

Starting in 2009, the CUs are requested to submit only the following:

- (1) new donations
- (2) correction of errors in existing entries

Please use the attached revised template to submit new entries and corrections. Please do not resubmit the entire database. Every old donation has now been assigned an Entry Number. Please quote this number when submitting corrections.

Other changes that need to be done on existing entries as a result of the revised template will be done by the OP staff. These include populating two new columns and using new categories, as well as text-editing of uncontrolled fields for consistency in style, language and blocking of information. The enclosed soft copy of your database already reflects some of those changes. The editing work is ongoing.

Please submit your first quarter update (as of 31 March 2009) by the end of the month.

02 April 2009

(Sgd.) EMERLINDA R. ROMAN  
President

**Memorandum No. PERR 09-19: Bridge loans for needy students under the V.L. RADWILL ASSISTANCE PROGRAM**

To: **All Chancellors**  
**VP for Planning and Finance**

Cc: **UP Foundation, Inc.**

I am pleased to announce the launch of the V.L. RADWILL ASSISTANCE PROGRAM effective this first semester of AY 2009-2010.

As discussed in an earlier meeting of the President's Advisory Council, the V.L. RADWILL ASSISTANCE PROGRAM – Radwill Fund for short – was a gift from Ms. Violeta Lalicon Radwill, a UP alumna who studied physical therapy and graduated from UP Manila in 1975. In college, she availed of loans from the student loan board and now wants to “pay back” by giving the university some amount – initially \$10,000 – to be used for a similar purpose.

The loans shall be interest-free, payable at the end of the semester, with a processing charge of P250. Maximum loanable amount is P25,000.00 which shall be used only for tuition, transportation, board and lodging, books and supplies. The rest of the details are spelled out in the attached program information sheet. An application form is also attached. Electronic versions are being sent to you for ease in reproduction.

Please disseminate to your students and set up the appropriate administrative support and processes for its availment.

02 June 2009

(Sgd.) EMERLINDA R. ROMAN  
President

**Memorandum No. PERR 09-022: Conceptualizing a Position Classification and Compensation Plan for UP**

To: **Dean Rowena Guevara**  
**Professor Emmanuel Esguerra**  
**Professor Roy Ybañez**

Please constitute yourselves into a committee with Dean Guevara as Chairperson to conceptualize a position classification and compensation plan for the University.

The Committee should study different options or alternatives to implement the provision in the new Charter that authorizes the Board of Regents to “draw up a position classification and compensation plan for its faculty and staff, and any law to the contrary notwithstanding, to fix and adjust salaries and benefits of the faculty members and the employees...”.

Vice President Theodore Te shall be part of the committee as resource person. The committee may also invite other resource persons to assist it in its work. The committee members, resource persons and staff shall be entitled to honorarium.

The first meeting of the committee will be on Thursday, June 25, 2009 at 4:00 o'clock pm in my office.

21 June 2009

(Sgd.) EMERLINDA R. ROMAN  
President

**Memorandum No. PERR 09-023: Professorial Chair Awards**

To: **Professor Gerardo Agulto**  
Executive Director  
UP Foundation, Inc.

This is to put in writing what we discussed over the phone as regards the payment of monetary awards for professorial chair holders.

1. The full amount of the monetary award shall be paid not later than March in the case of chair holders awarded for the period January to December, and not later than September for those awarded for the period July to June.
2. The minimum monetary award for professorial chairs is P50,000, meaning, the amount may be higher for chairs that can afford to pay higher. For example, the Bangko Sentral ng Pilipinas chairs are endowed more generously and thus allow for monetary awards equivalent to the nominal interest income.
3. As a general rule, monetary award for faculty grants shall be half of that given to chair holders.
4. To distinguish centennial professorial chairs from the regular and other chairs, aside from the chair title, monetary award shall be P75,000. In the event that interest income is lower than this amount, the University and the Foundation shall discuss options to maintain the level of benefits.

In the next meeting of the Foundation please make sure we present the merging of chairs for the Board's approval. Let us also present the options available for chairs with endowment funds of lower than P1 million.

Thank you.

25 June 2009

(Sgd.) EMERLINDA R. ROMAN  
President





## DECISIONS OF THE BOARD OF REGENTS

**1242ND MEETING, 26 MARCH 2009**

**MATTERS ARISING FROM THE 1241ST MEETING  
HELD ON 27 FEBRUARY 2009**

**Proposal of the Faculty Regent to Increase the "Sagad" Award for Faculty from P5,000 to P10,000 and for the Staff/REPS from P3,000 to P5,000**

At the 1241st meeting of the Board of Regents held on 27 February 2009, the Faculty Regent proposed that the "Sagad" Award for the faculty be increased from P5,000 to P10,000 and for the Staff/REPS from P3,000 to P5,000.

Regent Taguiwalo informed the Board that she received a letter from the President of the All UP Workers Union raising concerns about her proposal. While the All UP Workers Union thanked her for her proposal, they are requesting if such proposal can still be reconsidered. The All UP Workers Union feels that any increase in the Sagad Award should be the same for the faculty, administrative staff and the REPS. The proposal of the Faculty Regent would widen the gap between the faculty and the non-teaching staff.

The President provided the Board with data which show among others the following:

CLASS	NUMBERS	AMT. PER EMPLOYEE	TOTAL
Faculty	135	P5,000.00	P675,000.00
REPS	91	3,000.00	273,000.00
REPS (Part-time)	4	1,500.00	6,000.00
Administrative	1,722	3,000.00	5,166,000.00
	<b>1,952</b>		<b>P6,120,000.00</b>

The President said that there are fewer faculty covered by the "Sagad" Award. One has to be a Professor 12 before he/she qualifies for the "Sagad". There are more "Sagad" among the ranks of the administrative staff/REPS since once they reach step 8 of their salary grade level, they are already considered "Sagad".

The proposal of the Faculty Regent to increase the "Sagad" Award was taken up with the Chancellors in the meeting of the President's Advisory Council. The Chancellors are willing to consider for 2009 but they said that it is still too early in the day to say they have savings.

Regent Taguiwalo said she appreciates the data presented. She pointed out, however, that the "Sagad" faculty members are receiving the highest possible salary while many of the "Sagad" administrative staff are receiving very low salaries. In terms of equity, according to Regent Taguiwalo, it is not the aggregate amount that should be looked into. It is the salary and the situation of the non-teaching staff that should be considered. The "Sagad" Award is a one shot deal, according to the Faculty Regent and it is not going to be a recurring cost for the University.

The Chair pointed out that the Board could increase the "Sagad" Award if there are funds. But apparently the funds are not available. The Chancellors, as reported by the President, could not say yet if they have savings.

Regent Taguiwalo said that she understands the financial constraint. The administrative personnel would not clamour for increase if they believe that the University does not have the money. For one, she said, there is the reprogramming requested by the System and by UP Diliman.

Regent Gonzalez suggested that the Chancellors be given enough time to make their recommendations. It is only the first quarter of the year. Furthermore, Regent Gonzalez said that there should be no divisiveness among faculty, administrative staff and REPS.

The President said that there would be promotions in 2009. There is money coming from DBM. Moreover, Chancellors will be looking for money for the "Sagad" Award.

Regent Taguiwalo pointed out that it is important to share the information that the UP Administration is looking into the possibility of increasing the "Sagad". She said she shares the position of Regent Gonzalez that UP personnel should be treated equally. The starting point for the divisiveness, according to Regent Taguiwalo is the granting of different "Sagad" amounts to the faculty, administrative staff and REPS.

The President informed the Board that the faculty is the first to appreciate the support of the administrative staff. Nobody wants to discriminate. In fact, the President said, everybody got P20,000.00 centennial bonus, two (2) merit incentives of P5,000.00 each, grocery allowance of P1,000.00, rice allowances, etc. Last year, each employee received P34,500.00 over and above their salaries. Multiply this amount by 14,000 employees, it is a total of P483 Million, P125 Million of which went to the faculty and P358 Million went to the non-teaching staff. The Administration, the President said, does not discriminate. It is just that funds are limited.

### Guidelines for Receiving Donations of Real Estate

In the last meeting of the Board held on 27 February 2009, Regent Francis Chua brought up the need for a policy that would guide the University in accepting donations of real estate. President Roman said that she would ask the Vice President for Development to draw up the requested guidelines.

Hereunder are the proposed guidelines for receiving donations of real estate:

#### Purpose:

- a. The University of the Philippines (UP) values government and private support of its academic mission. Donations from government, individuals, corporations and foundations are a vital source of additional funding. The University welcomes gifts of real estate that will provide funds to support and enhance its instruction, research and extension programs.
- b. This policy articulates the specific objectives of the real estate donation program of the University and provides guidelines for the evaluation of real estate for the purposes of deciding to accept or to decline a gift of real estate.
- c. The University is receptive to considering alternatives to an outright gift of real estate, such as a gift of residual interest or a donation through a charitable remainder trust.

#### Principles:

- a. Restrictions on or conditions attached to donations or bequests of real property will be considered on a case by case basis as part of the due diligence process.
- b. The University seeks donations or gifts of real estate that provide funds to assist in meeting its academic mission through financial support of its priority needs, such as infrastructure projects or endowments for scholarships, professorial chairs or research.

- c. The following criteria will be used to assess whether or not to accept a donation of real estate:

- gift conditions are consistent with the University's objectives;
- the property is covered by clean Transfer Certificate(s) of Title;
- the gift is free of unacceptable financial and or legal encumbrances, risks or implications;
- the University has the resources to honor the terms of the gift or to determine its value;
- there are no informal settlers within the property;
- there are no unacceptable physical and/or environmental risks.

As a general policy, the University shall not accept real estate that is encumbered. UP shall not accept property encumbered by a level of debt that may unduly burden the University or adversely affect the marketability of the property. The donor shall be required to indemnify the University against any liabilities associated with the property.

- d. The decision to accept or decline a gift of real estate rests with the University's Board of Regents. In every instance, notwithstanding the criteria in par. c, the Board of Regents, upon recommendation of the UP President, reserves the right and prerogative to accept or decline a gift based on its determination that the gift may or may not be beneficial to the University and the UP Community.
- e. The Board of Regents may choose to designate land donated to the University of Philippines for disposition under the terms of the UP Charter (Republic Act No. 9500, "An Act to Strengthen the University of the Philippines as the National University").
- f. Unless the donor expressly provides to the contrary, every Deed of Donation and Acceptance made under these Guidelines shall contain an express stipulation that "The Donor does not object to the sale by the University of the real property donated, subject to the terms and provisions of the UP Charter."

Procedure:

- a. The UP President shall review factors, including zoning restrictions, marketability, current use, and income, to ascertain if acceptance of the donation would be in the best interests of the University.

UP may require a physical inspection of the property and/or an Environmental Audit completed by a qualified specialist acceptable to the University and paid for by the donor.

- b. The University's decision to underwrite any costs associated with accepting, acquiring, holding, maintaining or disposing of donations of real estate will be assessed individually in the context of the overall net value of the gift to the University.

Donors shall cover all expenses incurred in the acceptance and liquidation of a real estate gift. Such expenses include but are not limited to documentary stamps, structural inspections of buildings, inspections of all utilities, commissions, appraisal fees, title work, closing costs, legal fees, property taxes, insurance, environmental assessments, and maintenance costs.

- c. Assessment of the proposed donation against the criteria identified shall include a requirement that the donor provide a qualified environmental assessment of the proposed donation at the donor's expense.

In general, donated properties must be in material compliance with all applicable zoning, land use, building and health code and other laws, rules and regulations, and, where appropriate, a certificate of occupancy must be provided for improved properties.

- d. The donor shall provide one qualified appraisal of the property at the donor's expense. The University reserves the right to obtain and rely on an independent appraisal to establish Fair Market Value.
- e. Prior to deciding to accept or to decline a gift of real estate, the University, through the Board of Regents, shall assess the gift according to the University's donation guidelines and policies.
- f. A report from the UP President shall accompany the recommendation to the Board of Regents to accept a donation of real estate.

If a donation is accepted, documentation shall include: a Deed of Donation and Acceptance, and Donor's affidavit as to environmental and other liabilities. The donor should make known and indemnify the University from all liabilities. The University shall require that the Title to the Property be conveyed to it by a General Warranty Deed.

Board action:      **APPROVAL.**

**On the Geothermal Wells within the Makiling Forest Reserve**

At the 1241st meeting of the Board of Regents held on 27 February 2009, Regent Tiongco called the attention of the Board to the Mt. Makiling Property. Half of the mountain is UP's. The UPAA, according to Regent Tiongco has this project to conserve the mountain. They discovered that in Mt. Makiling, there is a gas generating coal for use of geothermal plant. The University should be getting its share from the revenues derived from this area. Regent Tiongco said that he has requested UP Los Baños Chancellor Luis Rey I. Velasco for copies of the documents related to this property.

In his letter to the Secretary of the University and of the Board of Regents, dated 12 March 2009, Chancellor Velasco wrote that indeed the National Power Corporation (NPC) has ten (10) geothermal wells within the Makiling Forest Reserve but the University is not getting anything from NPC.

According to Chancellor Velasco, there had been meetings with NPC where the issue of benefit sharing was raised but according to NPC, only local government units are given such benefits as stated in the Implementing Rules and Regulations (IRR) pursuant to Rule 29 of the Electric Power Industry Reform Act of 2001. Technically, UP Los Baños is not a local government unit and therefore not entitled to the benefit.

Chancellor Velasco suggests that the University review the IRR and propose for amendments to reconsider the case of the geothermal exploration at the Makiling Forest Reserve (MFR).

Regent Tiongco said that the University is in a unique position. It has the jurisdiction and has complete control of the area. If UP can form a barangay in the area then it can get a share of the revenues derived from the geothermal wells.

The President acknowledged the suggestion of Regent Tiongco. However, she pointed out that it might be easier to work for an amendment of the IRR to entitle UP to a share in the revenues from the geothermal wells. She promised to get a Committee to work on this.

The Board agreed with the suggestion of the President. Regent Sarmiento proposed that the UP Los Baños Chancellor be made part of this Committee.

**Board action:** The Board adopted the suggestion of the President that a committee be created to review the Implementing Rules and Regulations (IIR) of the Electric Power Industry Reform Act of 2001 and to work for possible amendments that would entitle the University of the Philippines to a share of the revenues generated from the geothermal wells. The Board likewise agreed that the Chancellor of UP Los Baños should be part of this committee.

**Update:** This matter was discussed during the Special Meeting of the Executive Staff held on 31 March 2009. This was attended by the Chancellors of UP Diliman, UP Los Baños, UP Manila and UP Visayas. The President requested Chancellor Velasco to give her names of possible members of the committee she is creating for the purpose of working for possible amendments that would entitle UP to a fair share of the revenues generated from the geothermal wells.

On 1 April 2009, the aforementioned committee was created with Chancellor Velasco as Chair and the following as members: Dr. Ruben D. Tanqueco, Dr. Rex Victor O. Cruz, Dr. Jose O. Sargento, Atty. Eleno O. Peralta, and Dr. Jessie C. Elauria. Vice Presidents Ruperto Alonzo and Theodore Te shall serve as resource persons.

**On the Contract of Lease between the University of the Philippines and Atty. Romeo C. Cruz**

The Board deferred its action on this contract at its 1241st meeting held on 27 February 2009. This was in view of the position presented by Regent Sarmiento. Portion of this position reads as follows:

*“While the University of the Philippines System may, under its Charter, lease its assets, the lease must at least have some reasonable connection to the policy of its Charter ...”*

The Board requested that this matter be studied further by the Vice President for Legal Affairs.

Hereunder is the report of the Vice President for Legal Affairs:

*“With reference to the Contract of Lease between the University and Atty. Romeo Cruz, subject of the Comment and Negative Vote submitted by the Honorable Regent Abraham F. Sarmiento, we have the honor of submitting our legal opinion on the matters raised by Regent Sarmiento, as instructed by the Board.*

*The issue revolves around the authority of the Board of Regents to approve a lease between the University and a lawyer, Atty. Cruz, over office space at Fonacier Hall or the Alumni Center. A corollary issue is the wisdom or propriety of leasing the said office space to a lawyer whose services bear no reasonable connection to the University and its functions.*

*In Administrative Order No. PERR-07-72 (September 7, 2007), the President of the University directed the Office of Alumni Relations (668th Meeting of the Board of Regents, September 14, 1961) to continue managing the Alumni Center or Fonacier Hall; part of this authority is to enter into leases for space in the Alumni Center for a minimum term of three years and one day. To that end, a standard Lease Contract was drawn up by the Vice President for Legal Affairs, which form was used in the proposed lease between Atty. Cruz and the University.*

*With due respect to the Opinion of Regent Sarmiento, we respectfully submit that the University may lawfully enter into this lease with Atty. Cruz and that the Board of Regents has the authority to approve the same.*

*The proposed lease is for a period of one (1) year only and for rental of Six Thousand Pesos (P6,000.00) a month. These two terms would take the proposed lease out of the coverage of section 23 of the UP Charter, to wit:*

*Sec. 23. Safeguards on Assets Disposition. –*

*xxx .....*

*Notwithstanding the provision of this Act or any other law to the contrary notwithstanding, the lease of more than five (5) years of the assets of the national university and any transaction referred to in section 22 shall be subject to the following conditions and procedures:*

- (a) The transactions shall be discussed with the members of the Board, in any of its formally convened regular or special meeting (sic), at least one month before a decision is to be made;*
- (b) The transactions shall be based on a multi-year comprehensive development plan, crafted and developed by qualified urban planning professionals having at least five (5) years experience, with prior consultations with and concurrence of third-party experts and duly approved by a majority vote of all the members of the Board;*
- (c) The transactions shall be subject to competitive and public bidding as provided under Republic Act No. 9184, otherwise known as the “Government Procurement Reform Act”;*
- (d) In the case of two (2) failed biddings and negotiated transactions, if undertaken, the Board, when considering the approval of any such transaction, shall secure a fairness opinion report from an independent third-party body. This body shall have five (5) members, three (3) of which shall be nominated by the Bankers Association of the Philippines (BAP), Investment Houses Association of the Philippines (IHAP), Trust Officers Association of the Philippines, or the Financial Executive Institute of the Philippines (FINEX). The members shall be entitled to a reasonable per diem as the Board may specify.*

*The fairness opinion report shall contain a statement expressing the opinion of the body as to the fairness to the national university of the terms of the proposed transaction, particularly its financial terms. The report shall include, but not be limited to, a review and analysis of the proposed transaction, financial statements, industry information, economic conditions assumptions using management projections and the assumptions used therein and a comparison of similar transactions: Provided, That if the Board differs with the fairness opinion report they shall justify their decision in writing and make this available to the community of the national university.*

*This provision shall not apply to leases granted to faculty and staff as part of their benefit and those for academic purposes; and*

- (e) If the contract or transaction involves an amount more than Fifty Million Pesos (P50,000,000.00), it shall be approved by three-fourths (3/4) of all the members of the Board: Provided, That the splitting of contracts, which is by breaking up a contract into smaller quantities or amounts or dividing contract implementation into artificial or arbitrary phases or subcontracts for the purpose of circumventing this provision, shall not be allowed.*

Since it is a lease of less than five years, it need not be subject to the safeguards set forth in Section 23 and since the lease is for an amount less than Fifty Million Pesos (P50,000,000.00), it does not require a  $\frac{3}{4}$  vote of the Board.

Section 22 of the Charter also does not prohibit the proposed lease because section 22(c) specifically authorizes the Board to "plan, design, approve and/or cause the implementation of land leases" subject to the proviso that these shall be compliant with environment rules and be exclusive of the academic core zone and that these shall not conflict with the academic mission of the national university.

Per information from the UP Law Center, Atty. Romeo Cruz worked for the U.P. Law Center for a long time and, after retirement, continues to serve the University by providing accessible notarial services for University officials as well as students. His presence on campus allows the students to more easily comply with the STFAP requirements because STFAP forms need to be notarized.

The services that Atty. Cruz renders are not contrary to the academic mission of the national university as in fact they may be considered support services to the academic mission of the university. Also, the leased premises do not fall within the academic core zone of the University and, are thus within the permissible leases recognized by the Charter.

For these reasons, and with all due respect to the Honorable Regent Sarmiento's legal position on this matter, we respectfully submit that there is no obstacle to the Board approving the one-year lease entered into between the University and Atty. Romeo Cruz over office space at Fonacier Hall or the Alumni Center.

Board action: **DEFERRED.**

## POLICY MATTERS APPROVED

### Report and Recommendations of the Committee to Review the Current STFAP Income Ranges and Brackets

It has been two years since the restructured Socialized Tuition and Financial Assistance Program (STFAP) was approved by the University of the Philippines Board of Regents (BOR) and first implemented with the incoming freshman class of Academic Year 2007-2008. It will be recalled that when the BOR approved the new tuition structure in 2006, it also authorized the UP President to recommend modifications as necessary based on periodic reviews of the program. This report is the result of a review of the Program's Alphabetic Bracketing Scheme (ABS). It considers some of the issues that have been raised regarding the ABS and advances a number of recommendations toward enhancing financial assistance under the University's socialized tuition program.

#### Background

President Emerlinda R. Roman issued Administrative Order No. PERR-08-80 on 20 November 2008 constituting a two-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. The committee was given up to 2 January 2009 to submit its report.

#### Objectives of the review

In carrying out the President's instructions, the committee took into consideration the legitimate concerns raised about the ABS by various quarters. These are contained in several statements and position papers issued in the past. As these concerns mainly boil down to the question of adequacy of the financial assistance under the current STFAP, the committee looked into how best to expand the coverage of benefits under the STFAP without compromising the Program's basic principle, which is to allow those who can pay more to do so, while ensuring that the state subsidy is targeted towards the most economically underprivileged of students who qualify to the University.

*Specifically, the committee set the following objectives for the review:*

1. To explore alternative bracketing configurations with the view to expand the coverage of STFAP benefits and thereby make the socialized tuition policy more responsive to present conditions;
2. To determine the revenue implications of the bracketing options considered; and
3. To recommend other changes that may improve STFAP processing and implementation.

#### The current STFAP Alphabetic Bracketing Scheme

For the purpose of the report, the current STFAP Alphabetic Bracketing Scheme (ABS) will be referred to as STFAP 2.0, STFAP 1.0 being the original STFAP Numeric Bracketing Scheme. The proposed revision to the STFAP Alphabetic Bracketing Scheme will be termed STFAP 2.1.

Under STFAP 2.0, the tuition fee structure is as shown in Table 1. The stipend is on a semestral basis.

**Table 1: The Current STFAP Alphabetic Bracketing Scheme (STFAP 2.0)**

STFAP 2.0		Group I		Group II	
Bracket	Family Income	Tuition/Unit	Stipend	Tuition/Unit	Stipend
A	>1,000,000	1,500	0	1,000	0
B	500,001-1,000,000	1,000	0	600	0
C	135,001-500,000	600	0	400	0
D	80,001-135,000	300	0	200	0
E	0-80,000	0	12,000	0	12,000

*Group I: Diliman, Los Baños, Manila*

*Group II: Baguio, Mindanao, San Fernando, Visayas*

#### **The proposed modified STFAP ABS**

To address the issues raised and expand the coverage of benefits under STFAP, modifications to the current socialized fee structure are recommended. The modifications involve a re-bracketing of some income ranges with corresponding changes in tuition and miscellaneous fee charges. The proposed fee structure is shown in Table 2.



**Table 2: The Proposed Modified STFAP Scheme (STFAP 2.1)**

STFAP 2.1		Group I		Group II	
Bracket	Family Income	Tuition/Unit	Stipend	Tuition/Unit	Stipend
A	>1,000,000	1,500	0	1,000	0
B	500,001-1,000,000	1,000	0	600	0
C	250,001-500,000	600	0	400	0
D	135,001-250,000	300	0	200	0
E1	>Poverty Threshold-135,000	0	0	0	0
E2	0-Poverty Threshold	0	12,000	0	12,000

**Board action:** The Board approved the recommendations of the Committee on the condition that the STFAP be subject to continuous review and amendment. The modified STFAP scheme takes effect on 1 June 2009 and will cover both incoming freshmen and those students covered by the tuition increase in 2007.

*N.B. The President explained that this report was distributed to all the Chancellors with request that they consult with their constituents. In the last PAC meeting, the Chancellors informed the President that there are no major objections to the proposal and they are endorsing its approval by the Board of Regents. The President also said that she got positive feedback from students who are supporting the modified STFAP Alphabetic Bracketing Scheme (ABS).*

*Student Regent Abdulwahid informed the Board that she also had consultations with various Student Councils. Some Student Councils, according to her, were not consulted. They are now requesting for more time for them to consult their constituents.*

*The President pointed out that the modified STFAP ABS is better than the current one. It is going to be more beneficial to students. If the Board defers action on the proposal, many students who will avail of advance registration in April 2009 would be affected. The President made it clear that copies of the report were disseminated by the Chancellors but those concerned did not submit their comments.*

*The Student Regent said that she agrees with the President that the proposal is better than the current one. She thinks, however, that other Student Councils, e.g. the UP Los Baños Student Council, should be given time to consult with their constituents. The UP Los Baños Student Council claims that they were not consulted about the proposed rebracketing scheme.*

*The President explained that if the Board delays its action on the proposal, it would appear that there are student sectors against it. This may not sit well with the students who would benefit from it. She then suggested that the Board approve the proposal and that the STFAP be subject to continuing review.*

*Regent Chua proposed that the Board approve the proposal and that continuing consultations be conducted.*

*The President clarified that the modified STFAP ABS will cover both the incoming freshman and those students covered by the tuition increase in 2007.*

**Proposal to Adjust the Rate of Lecturers**

The rate of lecturers was last adjusted in 1997, pursuant to NBC No. 458. The formula used was similar to the one approved by the Board of Regents (BOR) in its 1090th meeting on 28 September 1995 (as shown below) and included a provision that lecturers' rates shall be adjusted at par with the adjustment of the salary of the equivalent faculty ranks, subject to availability of funds.

$$\text{EFS} \times 83.33\% \times 80\%$$

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$$24 \times 16$$

- Where: EFS = equivalent annual faculty salary  
 83.33% = faculty time net of leave privileges  
 80% = faculty time devoted to non-teaching duties  
 24 = annual full time faculty load  
 16 = hours per semester to teach 1 unit

Per final exam. rate = 3 x per lecture hour rate

The salary of government employees has been adjusted four (4) times since then, by virtue of NBC No. 468 (1 January 2001), NBC 474 (1 July 2001), NBC No. 511 (1 July 2007) and NBC No. 516 (1 July 2008).

In accordance with National Budget Circular No. 516, dated June 2008 and pursuant to the provision in the previous approval of the Board of Regents in its 1090th meeting held on 28 September 1995, lecturer's rates are proposed to be increased as shown in Table 1, using the previously approved formula.

It is understood that all policies and rules governing lecturers as previously applied shall continue to be observed and that payment for their services shall be subject to the usual accounting and auditing rules and regulations.

**Table 1: Proposed Lecturers' Rates based on NBC 516 dated June 2008, using previously BOR approved formula**

Lecturer Rank	Comparable Faculty Rank	SG-Step	Current Rate NBC 458 Nov.1997	Proposed Rate NBC 516 June 2008	Difference (Proposed-Current Rate)
			Rate Per Lecture Hour	Rate Per Lecture Hour	Rate Per Lecture Hour
Lecturer 1	Instructor 3	15-3	252	352	100
Lecturer 2	Instructor 7	17-3	283	396	113
Sr. Lect 1	Asst Prof 3	19-3	318	445	127
Sr. Lect 2	Asst Prof 6	21-3	350	490	140
Sr Lect 3	Assoc Prof 3	23-4	388	543	155
Prof L 1	Assoc Prof 6	25-3	410	573	163
Prof L 2	Prof 2	26-5	448	627	179
Prof L 3	Prof 5	27-6	478	668	190
Prof L 4	Prof 8	28-7	509	712	203
Prof L 5	Prof 11	29-8	543	759	216

Rate per final examination is 3 x rate per lecture hour.

**Board action:** APPROVAL. The new rates shall take effect on 1 June 2009 and shall be subject to periodic review.

## FINANCIAL MATTERS APPROVED

### Productivity Incentive Bonus (PIB) for FY 2009

It has been the tradition of the University to provide an additional P500 to the P2,000 granted by the National Government as Productivity Incentive Bonus to government employees who have rendered at least satisfactory service during the preceding year. Thus, each qualified UP personnel receives a PIB of P2,500 each sourced from the following:

General Fund	- P2,000 (was authorized by DBM & included in the March 2009 release)
Revolving Fund	- P500 (RF of each CU)

In keeping with this practice, BOR approval for the payment of additional P500 to all qualified UP personnel, to be sourced from Revolving Fund (RF), is recommended.

Board action: **APPROVAL.**

**Reprogramming of UP Diliman's Accounts Payable for CY 2000 to 2005 as of 31 December 2008, amounting to PhP48,606,505.55, certified available by the UP Diliman Budget Office and Accounting Office, to be utilized as follows:**

Maintenance & Other Operating Expenses For Faculty Research/Incentive Grants and other MOOE expenses for various UPD projects	P20,106,520.55
Construction Outlays To provide additional funds for the Dormitory Construction Project and for the electrical rewiring for Bocobo Hall and rehabilitation of offices at the Law Center	25,500,000.00
Equipment Outlay For the upgrading of internet facilities of the Law Center and provide funds for other UPD equipment needs	3,000,000.00
<b>TOTAL</b>	<b>P48,606,520.55</b>

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.**



### Allocation of the 2009 Promotion Fund

The Department of Budget and Management (DBM) has allocated P14 Million for the merit promotion of faculty, REPS and Staff effective 1 April 2009. After consultation with all the Chancellors, the President recommends that the promotion fund be allocated as follows:

1. Merit Promotion (for plantilla items)
  - 1.1 80% of the fund will be allocated for faculty promotion effective 1 April 2009
  - 1.2 20% of the fund will be allocated for non-teaching personnel (REPS and administrative staff) effective 1 April 2009
2. Merit Awards (for faculty and staff who have reached the maximum level of their current salary grade) – one shot award as follows:
 

2.1 Faculty	P5,000.00
2.2 REPS	P3,000.00
2.3 Adm. Staff	P3,000.00

PS savings may be utilized to fund merit awards.

Board action: **APPROVAL.**

*N.B. Faculty Regent Taguiwalo asked why the promotion money is only P14M when they have been informed last year that UP could be getting P20M promotion money for the next three years. President Roman explained that last year, DBM gave the P20M in April which was four months late. There was miscommunication between the University and the DBM. Initially, DBM informed UP that the money was for nine (9) months. Therefore with the initial information that the amount was for nine months, the campuses used the funds as such. Later the DBM clarified that the amount was for 12 months. DBM also did not cover the 10% salary increase implemented effective July 2008. Because of the deficit, UP had to eat up on the P20M for 2009. This has been cleared with the DBM.*

*Regent Taguiwalo informed the Board that the P20M last year was not even enough since the promotion had to cover three years. Because of the limited funds, the number of steps given to faculty had to be slashed. She is worried that the situation this year may be worse because of the reduced amount for promotion.*

*The President clarified that the 2009 promotion would cover accomplishments for the period April 1, 2008 to March 31, 2009. The time frame is actually shorter. There is also an agreement to consider data banking. Those who were not promoted in the last three years may be considered this year. Hopefully, the President said, there could be some corrective measures.*

*The President showed the Board data on the 2008 Merit Promotion. Total number of faculty promoted is 1,041 which is 43.28% of the total faculty complement. Actual number of REPS promoted is 137 which is 5.70% of the actual number of REPS. Fifty one (51%) percent of the administrative staff or 1,227 were promoted in 2008.*

*Strictly speaking, the President said, the allocation of the promotion in 2008 was not really 80%-20%. The Chancellors, in addition to the funds allocated for the promotion of Admin/REPS, made use of slacks in the items. Moreover, promotion of administrative personnel is allowed outside of the promotion season provided there are items available, e.g., an item is left vacant and is unfrozen.*

*Regent Taguiwalo requested that she be given data on administrative staff promoted outside of the promotion season. She*

pointed out that when one says more administrative staff were promoted, this would only be in terms of the numbers. When one divides the amount allocated to the administrative staff and the faculty, one realizes that the amount allocated to the former is low. This is merit promotion and not an across the board salary increase. Regent Taguiwalo objects to the pegging of the allocation fund on a 80%-20% basis.

The allocation formula was carried with 7 Regents voting in its favour. The Chair did not vote.

#### Proposed increase in monthly stipends, book allowance and thesis and dissertation allowance and the adjustment in the slots for UP System Undergraduate and Graduate Scholarships

After a review of current benefits and the actual number of awardees for existing undergraduate and graduate scholarships, fully supported by UP System funds, BOR approval is requested for the adjustment in the number of slots and an increase in monthly stipends, book allowance and thesis and dissertation allowance, effective June, 2009, as follows:

Scholarships	Slots/Year		Monthly Stipend		Free School Fees	Book Allowance/ Semester		Thesis/Dissertation Allowance	
	From	To	From	To		From	To	From	To
<b>I. Undergraduate</b>									
Presidential Scholarship	164	220	P1,300	P2,000	Except Student Fund	P1,000	P2,000		
UP Government Scholarship	80		P1,300	P2,000	Except Student Fund	P1,000	P2,000		
Presidential Leadership Grant	8	10	P1,300	P2,000	Except Student Fund	P1,000	P2,000		
Presidential ASEAN	3	3	P1,300	P2,000	Except Student Fund	P1,000	P2,000		
Oblation Scholarship	50	50	P2,500	P3,000	Except Student Fund	P1,125	P2,250		
<b>Sub-Total</b>	<b>305</b>	<b>283</b>							
<b>II. Graduate</b>									
Presidential Scholarship - Master's	80	30	P1,600	P2,500	Except Student Fund	P2,000	P3,000	P3,000	P 5,000
Presidential Scholarship - Doctoral	32	15	P1,600	P2,500	Except Student Fund	P2,000	P3,000	P6,000	P10,000
Scholarship Program for Foreign Students – Master's	10	5	P1,600	P2,500	Except Student Fund	P2,000	P3,000	P3,000	
Scholarship Program for Foreign Students – Doctoral (Full)	6	3	P1,900	P2,500	Except Student Fund	P2,000	P3,000	P6,000	P10,000
Presidential Leadership – Master's	6	3	P1,600	P2,500	Except Student Fund	P2,000	P3,000	P3,000	P 5,000
<b>Sub-Total</b>	<b>134</b>	<b>56</b>							
<b>TOTAL</b>	<b>439</b>	<b>339</b>							

There will be no change in the current transportation allowance for Oblation Scholars.

Adjustments in the slots for these scholarships were made based on the number of current recipients. Benefits were increased to affordable levels given available resources. The UP System will allocate P15,300,000.00 annually for these scholarships.

**Board action: APPROVAL.**

N.B. The President said that the University just concluded its centennial celebration. Funds were raised and the Administration would like to improve existing conditions. Earlier, awards for professorial chairs have been increased. The STFAP has been modified to benefit more students. Rates of lecturers have been raised. Moreover, stipends, book allowances, thesis and dissertation allowances have also been increased.

### Proposal of the School of Management, UP Mindanao to Increase Graduate Tuition and Graduate Miscellaneous Fees

The School of Management proposes to increase the tuition of graduate students from the current rate of P400/unit to P1,000/unit. It is further proposed that the miscellaneous fees for graduate students be increased from the current rate of P1,530 per term to P2,330 per term. These will mean a 150% increase in tuition and 52% in miscellaneous fees.

The proposed tuition of P1,000/unit and miscellaneous fee of P2,330, if approved, will affect new students for the Academic Year 2009-2010, as well as returning students (those students whose first enrollment was prior to academic year 2009-2010, but were on leave of absence or were on absence without leave status), for all graduate programs of the School of Management. Continuing students will pay the old rate of P400/unit and miscellaneous fees of P1,530 per term.

#### The Rationale

The School of Management (SOM) is one of the four graduate schools in Davao City that offers management-related graduate degree programs. The SOM has been charging tuition of P400/unit for graduate students since the inception of the Master in Management (MM) and Diploma/Master of Arts in Urban and Regional Planning (D/MAURP) in June 1996. This tuition is less than half of the tuition for Master in Business Administration (MBA) in Ateneo de Davao University (ADDU) and also less than the tuition established by other schools in Davao City, and Notre Dame University (NDU) in General Santos City. As of Academic Year 2008-2009, the tuition in the MBA program of ADDU is P928.10/unit, while the miscellaneous fee is P5,338.35/semester. On the other hand, the miscellaneous fee of U.P. Mindanao graduate students is P1,530/term or P4,590/academic year. It should be noted that other schools increase their fees almost every year, with the exception of the University of Southeastern Philippines (USEP).

Aside from the tuition and miscellaneous fees, there are other costs associated with the completion of a graduate program in the other academic institutions. For example, ADDU collects a defense fee of P6,331 per student, while Holy Cross of Davao City (HCDC) has a cost of P500 per panelist during the defense of a project paper (non-thesis program). The University of Southeastern Philippines on the other hand, charges P15,000 defense fee for the students on their thesis defense stage, while NDU charges a total of P17,000 defense fee.

As with undergraduate U.P. students, the graduate students also benefit from government subsidy. However, the government had adopted a policy of subsidy reduction, including those of state universities and colleges. Thus, the constituent universities (CUs) of the U.P. System should be able to raise funds to support its operations. The recent increase in undergraduate fees did not automatically increase the tuition of graduate students. This now means that graduate students in U.P. Mindanao now pay lower fees than new undergraduate students who entered U.P. for the AY 2007-2008.

#### Mechanism adopted for the proposal to increase tuition fee

Two surveys were conducted among enrolled students, each with a different batch of graduate students as respondents. During the first survey in 2005, the proposal was to increase the tuition from P400/unit to P600/unit. On the second survey, the proposal was for a tuition increase from P400/unit to a maximum of P1,200/unit. In both surveys, majority of the students agreed with a tuition increase.

Nonetheless, they also believed that P1,200/unit is too high that it might result to some students dropping out. However, it was not clarified to student respondents whether a tuition increase would affect continuing students or not.

#### Results of survey of enrolled MM students

Date of Survey	November 2005	January 2007
Proposed increase	From 400 to P800 per unit	From P400 to P1,200 per unit
Agree	26	15
Disagree	7	11
Total Number surveyed	33	26

During the admission period for the academic years 2006-07, 2007-08, and 2008-09, the interview portion of the admission process deliberately included questions soliciting the opinions of the applicants to the MM program on the proposal to increase tuition. This gave the school a gauge of the possible impact of an increase on tuition on the applicants' decision to proceed with the program. The same procedure was adopted during the admission period for the current academic year (2008-2009). While some applicants indicated that tuition is a consideration in their decision to pursue graduate studies, majority said that increase in tuition is not a major factor and that they would still continue regardless of the tuition they have to pay. However, on both occasions, the prospective graduate students were only given indicative figures on the possible new rates.

The graduate students enrolled for AY 2008-2009 were once more called to a forum last 6 December 2008, for a final consultation and asked to sign a signature sheet indicating their reaction to the proposed tuition increase. Thirty-four (34) graduate students out of the total 54 enrolled for the current 2nd trimester 08-09 signed. Of the 34 who signed, 4 (11.8%) disagreed and 30 (88.2%) agreed.

#### Proposed allocation of the fee differential

The portion of the tuition corresponding to the old rate is the U.P. Mindanao campus share which is equivalent to 40% of the new rate.

#### Proposed allocation

Variable	Proposed rate (P)	Campus share	College share
Tuition		40%	60%
Tuition per unit	1,000.00	400.00	600.00
Miscellaneous fees			
Registration	80.00		
Medical	100.00		
Library	1,200.00		
Athletic			
Cultural	50.00		
Internet	450.00		For payment of internet-related cost
Energy	450.00		For payment of electricity

It is proposed that a Graduate Tuition Trust Fund be established for the incremental tuition earned. This fund will then be allocated to items directed at improving the delivery of the program. The allocation for each is shown in the following Table.

Proposed Allocation of Incremental Graduate Tuition

ITEM	FUND ALLOCATION
Improvement of facilities (to include acquisition of new equipment and building improvement)	35%
Course materials development and teaching enhancement (to include payment of honoraria and allowances for faculty members who deliver MM & URP courses and also support personnel)	35%
Graduate assistantship (to be provided to MM & URP students who work as graduate assistants) & Graduate Scholarships	25%
Information activities and student recruitment (to include costs for information campaign and selection of students)	5%

Board action:     **APPROVAL.**

**Proposal of the College of Home Economics, UP Diliman to Increase its Graduate Tuition**

The College of Home Economics proposes an increase in its graduate tuition from Five Hundred Fifty Pesos (P550.00) per unit to Two Thousand Five Hundred Pesos (P2,500.00) per unit. The proposed increase will take effect in the First Semester of AY 2009-2010, and will affect only incoming graduate students.

Justification

The increase is proposed for the following reasons:

1. To enable the College to continue program and course development activities;
2. To enable the College to maintain and improve its educational facilities particularly the physical facilities and equipment for graduate classes;
3. To enable the College to continue improving the quality of its graduate programs; and
4. To restore the diminishing value of the Peso that has been eroded over time.

Allocation of the Increase

The increase in tuition will be used as follows:

Teaching enhancement & graduate faculty incentive	-	35%
Improvement of classroom facilities	-	30%
Improvement of library services	-	15%
Thesis/dissertation financial assistance	-	15%
Student recruitment & information dissemination	-	5%

Consultation

Various departments consulted their graduate students and the majority agreed that an increase is necessary. The college-based organization, Graduate Student Circle, was not consulted anymore because the increase would not affect them.

Board action:     **APPROVAL.**

**Proposal of the School of Statistics, UP Diliman to Increase its Graduate Tuition**

The School of Statistics proposes an increase in its graduate tuition from Six Hundred Pesos (P600.00) per unit to Two Thousand Five Hundred Pesos (P2,500.00) per unit. For students working for government agencies who are not benefiting from any scholarship, the increase will be from Three Hundred Pesos (P300.00) to Two Thousand Pesos (P2,000.00) per unit. These increases will take effect in the First Semester of AY 2009-2010, and will affect only incoming graduate students.

Justification

An increase in graduate tuition will generate funds to help improve the implementation and maintenance of the School's graduate programs, so they can be at par or even better than those in the international community. As the only CHED Center of Excellence in Statistics in the country, the school requires additional resources to be able to provide the quality of graduate education expected from it.

The teaching materials, resources and equipment currently used in graduate teaching are almost, or already, outdated. Faculty incentive schemes must be implemented soon to avert an exodus of the competent graduate faculty to financial institutions and consumer companies in the Asia-Pacific region. The increase will also stimulate students to be more conscientious in completing their programs, and thus increase the graduation rate.

Allocation of the Increase

For the first academic year of implementation, the trust fund generated from the tuition increase will be allocated according to the description below. This will be reviewed and possibly adjusted every academic year thereafter.

Faculty enhancement	-	50%
Equipment	-	30%
Development of teaching materials	-	10%
Others	-	10%

Consultation

Out of 70 students surveyed (as of the First Semester AY 2008-2009, there are 153 graduate students), 25 students responded. Sixteen of them (64%) agreed to the proposed increase, eight (32%) believed the increase should be lower, and one (4%) believed it should be higher.

Board action:     **APPROVAL.**

**Proposals of the UP Diliman Extension Program in Pampanga (UPDEPP) and UP Diliman Extension Program in Olongapo (UPEPO) to Increase Graduate Tuition**

The UPD Extension Programs in Pampanga and Olongapo are proposing an increase in their graduate tuition from One Thousand Five Hundred Pesos (P1,500.00) per unit to Two Thousand Five Hundred Pesos (P2,500.00) per unit. The proposed increase will take effect in the First Trimester of AY 2009-2010, and will affect only incoming graduate students.

Justification

The proposed adjustment does not only consider the prevailing tuition of other state universities and colleges and private tertiary



educational institutions in Central Luzon but also the crucial resource requirements for quality program delivery. The latter consideration will allow the enhancement of the quality of program delivery without putting additional pressure on UP Diliman's already limited resources.

#### Allocation of Increase

Incremental tuition will be placed in a trust fund whose utilization is limited to:

Improvement of Facilities/Purchase of Equipment	-	45%
Course Materials Development & Teaching Enhancement	-	40%
Scholarships for Students	-	10%
Information Activities & Student Recruitment	-	5%

#### Consultation

The proposed tuition increase was discussed with graduate students and faculty in consultation meetings held on 29 November 2008 (UPDEPP) and 06 December 2008 (UPDEPO). The graduate students, though not affected by the increase, were surveyed and the results were unanimously accepted, with a number commenting that "it is about time that the increase be implemented." Both students and faculty found the increase justified, particularly in the light of the incremental tuition being dedicated to the improvement of the Graduate Program.

**Board action: APPROVAL.**

*N.B. Faculty Regent Taguiwalo raised her objection to the proposals of UP Diliman's College of Home Economics, School of Statistics, UP Diliman Extension Program in Pampanga and UP Diliman Extension Program in Olongapo to increase graduate tuition. The proposed increases, she said are inconsistent with the February 2009 BOR decision not to increase tuition for undergraduate students on account of the current economic crisis. She asked, "What makes the situation of graduate students different from undergraduate ones?" The salary increases for government personnel, according to the Faculty Regent, have been only 10%; if any increase is expected this year, it will also be around this amount. Regent Taguiwalo added that private sector employees are not immune to the crisis.*

*The Faculty Regent also pointed out that the proposed increases are so high, P2,500 for Statistics, Home Economics, UP Pampanga and UP Olongapo. The basis for such amount is not clear. Except for UP Mindanao, which included support staff as among those who will benefit from the increase, the rest of the proposals do not have provisions for sharing such benefits with support staff. This, to the Faculty Regent, "heightens the perception of the University's Administration to discriminate against administrative staff and REPS."*

*The Chair acknowledged that tuition charged by UP is relatively low. He said that he has been going around the country and found out that for the last four or five years, almost 500 colleges and universities have been increasing their tuition. For schools to provide quality education, they need funding.*

*President Roman made it clear that the faculty of the concerned units have endorsed the proposed graduate tuition. This is contrary to the position that the Faculty Regent has taken.*

*The Regents, by a vote of 7 in favor, approved the proposals of the College of Home Economics, School of Statistics, UPDEPP and UPDEPO to increase graduate tuition.*

### **Proposal of the College of Mass Communication, UP Diliman to Institute and Increase Laboratory Fees**

#### Institution of Laboratory Fees

COURSE NUMBER TITLE & DESCRIPTION	NO. OF UNITS	PROPOSED LAB. FEE
BC 126 Producing Live Television and Related Media Program The principles, techniques and practices in producing live programs for television and related media	3	P1,000
BC 128 Producing Pre-recorded Television and Related Media Programs The principles, techniques and practices in producing pre-recorded programs for television and related media	3	P1,000
BC 132 Broadcast Documentary Conceptualizing and producing documentaries for radio, television and related media	3	P1,000

COURSE NUMBER TITLE & DESCRIPTION	NO. OF UNITS	PROPOSED LAB. FEE
BC 134 Broadcast Public Affairs and Other Public Interest Programs Conceptualizing and producing public affairs, public interest and public service programs for radio, television and related media	3	P1,000
BC 140 Sound Design for Broadcast Principles and techniques of sound production in radio, television and related media	3	P1,000
BC 144 Videography The principles and techniques of videography for broadcasting	3	P1,000
BC 148 Interactive Broadcasting The principles and techniques of producing for interactive broadcasting	3	P1,000
BC 162 Instructional Broadcasting Production of instructional materials for broadcast	3	P1,000
BC 146 Non-Linear Post Production for Video Post-production procedures for television and related media	3	P1,000
BJ 170 Broadcast Newsroom Management Concepts and practices in the management of broadcast newsroom operation	3	P1,000

COURSE NUMBER TITLE & DESCRIPTION	NO. OF UNITS	PROPOSED LAB. FEE
BC 116 Producing Live Radio and Related Media Programs The principles, procedures and practices in producing live programs for radio and related media	3	P800
BC 118 Producing Pre-Recorded Radio and Related Media Programs The principles, procedures and practices in producing pre-recorded programs for radio and related media	3	P800
BC 174 Broadcast Marketing & Promotion Principles of marketing as applied to the promotion of broadcast materials	3	P800
BJ 110 Radio News Production Writing, editing, packaging and casting the news for radio and new media	3	P800
BJ 120 Television News Production Writing, editing, packaging, and casting the news for television and new media	3	P800
BC 197 Special Projects in Broadcasting Broadcast production work for exhibition under faculty supervision	3	P800
BC 110 Writing Non-Dramatic Entertainment Materials for Radio and Related Media Principles and techniques in writing non-dramatic materials for radio and related media	3	P500
BC 112 Writing Dramatic Materials for Radio and Related Media Principles and techniques in writing dramatic materials for radio and related media	3	P500
BC 120 Writing Non-Dramatic Entertainment Materials for Television and Related Media Principles and techniques in writing non-dramatic materials for television and related media	3	P500
BC 122 Writing Dramatic Materials for Television and Related Media Principles and techniques in writing dramatic materials for television and related media	3	P500
BJ 101 Introduction to Broadcast Journalism Introduction to news for radio, television and new media	3	P500
BC 160 Broadcasting and Development Issues in broadcasting and development	3	P500
BC 180 Political Economy of Broadcasting The dynamics of ownership and control of broadcast media	3	P200

COURSE NUMBER TITLE & DESCRIPTION	NO. OF UNITS	PROPOSED LAB. FEE
BC 181 Criticism of Broadcast Texts The critical analysis of radio, television and related media texts	3	P200
BC 182 Broadcast Audience Studies Theories and methodologies in broadcast audience research	3	P200
BC 192 Broadcast Ethics Ethical issues, problems and concerns unique to the broadcast media	3	P200

Increase of laboratory fees

COURSE NUMBER TITLE & DESCRIPTION	NO. OF UNITS	PROPOSED LAB. FEE
BC 104 Introduction to Television and Related Media Theories and practices in audio-visual production for television and related media.	P800	P1,200
BC 102 Introduction to Radio and Related Media Theories and practices in audio production for radio and related media	P500	P800
BC 172 Programming for Broadcast The principles, practices, and strategies in programming for radio, television and related media	P200	P500
BC 164 Advertising and the Broadcast Media Issues in advertising and the broadcast media	P200	P500
BC 196 Special Topics in Broadcasting	P200	P500
BC 123 Writing Comedy for Television and Related Media Principles and techniques in writing comedy for television and related media	P300	P500

Justification

With the approval of the new Broadcast Communication (BC) Curriculum effective AY 2008-2009, several subjects requiring the use of laboratory equipment and facilities have been instituted. Moreover, existing courses have been revised which also necessitated a change in the lab fees.

All BC courses undoubtedly utilize equipment. There are some courses which use many equipment and there are some which require minimal use of the same.

Television production and editing courses require considerable equipment ranging from television cameras, television monitors, television studio lights, a mixing console, microphones, recording equipment, computers and editing equipment. The use of the television studio itself entails considerable expenses in terms of air-conditioning and the intensity of the lights used.

Radio production classes also require the use of substantial equipment, although not as extensive as in television production classes. Classes in radio production make use of a mixing console, microphones, and recording and editing equipment. Needless to say, the radio studio is also air-conditioned.

Unlike in years past, the conventional lecture classes in Broadcast Communication now utilize electronic instructional equipment like LCD projectors, DVD players, television monitors, and computers. These classes are also held in air-conditioned rooms.

All the foregoing indubitably underscore the need for laboratory fees for Broadcast Communication courses.

No. of students affected: 38 incoming freshmen;  
41 shiftees/transferees

No. of students consulted: 30 incoming freshmen;  
17 shiftees/transferees

No. of students in favor: 30 incoming freshmen;  
17 shiftees/transferees

No. of students not in favor: 3 junior and senior CMC-  
Student Council Members

Despite the fact that the new curriculum will affect only the incoming freshmen, the Department, nonetheless, presented the proposal to its present Broadcast major students since some of them may opt to get selected electives under the new curriculum which can be taken as BC electives (open choices for the students). Moreover, the broadcast journalism courses are new common courses which the present students may also wish to get as electives.

Board action: APPROVAL.

### **Proposal of the College of Engineering, UP Diliman to Institute/ Increase Laboratory Fees for its Mechanical Engineering Courses**

The Department of Mechanical Engineering of the College of Engineering proposes to institute/increase laboratory fees in some of its courses. The existing laboratory fees (P200-P300) are based on 1984 prices. It is the position of the Department that Mechanical Engineering should be a hands-on-program. Students should have access to adequate laboratory facilities. Based on the curriculum, there are 17 out of 21 ME courses that need lab/shop equipment. Most of the equipment needed are either non-functioning, insufficient or non-existent. Experiments may also require fuel, materials and other consumables.

The Department requests that the new laboratory fees/increase in laboratory fees take effect in the First Semester of Academic Year 2009-2010 to cover all the students enrolled in their courses.

#### Institution of Laboratory Fees

COURSE NUMBER	COURSE TITLE	NO. OF UNITS	PROPOSED LAB. FEE
ME 122	Fluid Machinery	3u (2h lec, 3 lab)	P600
ME 143	Mechanical Vibrations	3u (2h lec, 3 lab)	P800
ME 164	Fundamentals of Heat and Mass Transfer	3u (2h lec, 3 lab)	P800

COURSE NUMBER	COURSE TITLE	NO. OF UNITS	PROPOSED LAB. FEE
ME 192	Industrial, Electrical & Electronic Equipment	3u (2h lec, 3 lab) 4u (3h lec,	P500
ME 188	Power Plant Engineering	4u (3h lec, 3 lab)	P300
ME 176	Control Systems I	3u (2h lec, 3 lab)	P800
ME 183	Refrigeration and Air Conditioning	4u (3h lec, 3 lab)	P800
ME 41	Mechanisms	3u (2h lec, 3 lab)	P500
ME 142	Kinetics and Dynamics of Machinery	3u (2h lec, 3 lab)	P500
ME 91	Numerical Methods for Mech. Engineering	3u (2h lec, 3 lab)	P800

#### Justification:

The courses ME 91, ME 143, ME 164, and ME 176 require computers for numerical modelling and simulation. The lab fees for these courses will cover the annual maintenance cost over the useful life of a computer.

The courses ME 41, ME 142, ME 122, ME 183 ME 188 and ME 192 involve experiments and laboratory exercises which consume materials, fuels, oils, water and/or power, as well as the use of precision equipment. The corresponding lab fees cover the cost of these consumables and equipment maintenance and calibration.

#### Increase of laboratory fees

COURSE NUMBER	COURSE TITLE	PROPOSED INCREASE	
		FROM	TO
ME 131	Manufacturing Processes	P300	P1,500
ME 136	Machine Tool Operations	P300	P1,500
ME 73	Mech. Measurement & Instrumentation	P300	P500
Shop 7	Shop Practices	P200	P1,500

#### Justification:

The course ME 73 involves experiments and laboratory exercises which consume materials, fuels, oils, water and/or power, as well as the use of precision equipment. The corresponding lab fee covers the cost of these consumables and equipment maintenance and calibration.

In ME 131, ME 136 and Shop 7, the students are expected to acquire knowledge in the different fabrication processes. The lab exercises consume industrial supplies and require the use of the Engineering Shop. Prices of wood, metal, oils, industrial gases and



other industrial supplies have increased dramatically over twenty years. The majority of the proposed lab fee is to defray the current cost of consumables, and the rest is for maintenance of equipment.

Consultations:

The Department had at least three (3) different formal consultations with the students. Thirteen (13) of the courses affect only ME students, of which the Department got an 86% approval rate from the surveys they conducted. Shop 7 affects only IE and MetE students, of which the Department got an 82% approval rate from their surveys.

Hereunder are pertinent figures:

	ME	IE/MetE
No. of students affected	349	500+
No. of students consulted	138	61
No. of students in Favor	118	50

Board action: **APPROVAL.**

*N.B. The Student Regent raised her objections to the proposed institution/increases of laboratory fees at the College of Mass Communication and the College of Engineering. She pointed out that the term "laboratory fee" should be clearly defined. It is justified, she said, if students are charged laboratory fees for reagents. It is not justified, however, if students are charged laboratory fees to buy and maintain equipment.*

*The Faculty Regent said that lack of funds for the college is frequently cited as the reason for the proposed increase. But, according to her, the University at the System and Diliman levels have savings as indicated by the series of reprogrammed monies;*

UP System: P75 Million (December 2008),  
P82 Million (February 2009)

UP Diliman: P136 Million (January 2008),  
P36.5 Million (February 2009)  
and current proposal of P48.6 Million

*Regent Taguiwalo also cited a portion of the USC letter on increased laboratory fees at the College of Engineering: "In reminiscing the past 300% tuition fee increase, one if not the only reason why ... students approved the TOFI was the improvement of the academic facilities, hence, education. Seven academic terms have already passed and we are yet to see plans to improve our laboratory facilities, most notably the ME laboratory." The Faculty Regent requested that she be furnished a report on income generated by TOFI and how these have been spent.*

*The Chair said he would appreciate a report on how laboratory fees have been utilized in the next meeting of the Board.*

*President Roman explained that laboratory fees operate on a full return policy. Whatever is collected as laboratory fee is placed in a Trust Fund under laboratory fees and cannot be spent for anything but for that particular laboratory. She said she could get reports from the Accounting Office.*

*By a majority vote, the Board approved the proposed institution/increase of laboratory fees at the College of Mass Communication and the College of Engineering.*

## APPOINTMENTS

### UNIVERSITY OFFICIALS

#### UP Baguio

**Dr. PRISCILLA S. MACANSANTOS** as Chancellor, UP Baguio, effective 14 April 2009 until 13 April 2012

#### UP Manila

**Prof. MA. CONCEPCION C. CABATAN** as Dean, College of Allied Medical Professions, effective 1 May 2009 until 30 April 2012

### TRANSFER TO PERMANENT STATUS

#### UP Diliman

**Prof. Kathleen Lourdes B. Obille**, Assistant Professor 2 (Salary Grade 19-1), School of Library and Information Science, effective 26 March 2009

#### UP Los Baños

**Prof. Jesalyn L. Constante**, Assistant Professor 1 (Salary Grade 18-1), College of Veterinary Medicine, effective 26 March 2009

**Prof. Aimeelynn B. Dupo**, Assistant Professor 3 (Salary Grade 19-3), College of Arts and Sciences, effective 26 March 2009

**Prof. Normito B. Zapata, Jr.**, Assistant Professor 3 (Salary Grade 19-3), College of Economics and Management, effective 26 March 2009

#### UP Manila

**Prof. Lenita G. Reyes-Otadoy**, Assistant Professor 2 (Salary Grade 19-1), College of Arts and Sciences, effective 26 March 2009

**Prof. Anna Theresa A. Santiago**, Assistant Professor 1 (Salary Grade 18-1), College of Arts and Sciences, effective 26 March 2009

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

#### UP Diliman

**Prof. Virgilio S. Almario** as Professor 12 (Salary Grade 29-8), College of Arts and Letters, effective 9 March 2009 until 31 October 2009

**Prof. Primitivo C. Cal** as Professor 12 (Salary Grade 29-8), School of Urban and Regional Planning, effective 2 March 2009 until 31 May 2009

**Prof. Ameurfina D. Santos** as Professor 11 (Salary Grade 29-8), College of Science, effective 1 June 2009 until 31 May 2010

**Prof. Ernesto M. Serote** as Professor 3 (Salary Grade 26-6), School of Urban and Regional Planning, effective 25 March 2009 until 31 March 2009

**Prof. Basilio Esteban D.S. Villaruz** as Professor 8 (Salary Grade 28-7), College of Music, effective 1 June 2009 until 31 May 2010

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

**UP Diliman**

**Prof. Enrique D. Barcelo** as Professorial Lecturer 1, College of Music, effective 1 June 2009 until 31 May 2010

**Prof. Mauricia D. Borromeo** as Professorial Lecturer 1, College of Music, effective 1 June 2009 until 31 May 2010

**Prof. Leticia G. Del Valle** as Professorial Lecturer 1, College of Music, effective 1 June 2009 until 31 May 2010

**Prof. Leopoldo B. Lopez** as Professorial Lecturer 1, College of Music, effective 1 June 2009 until 31 May 2010

**GRADUATION OF STUDENTS**

**Graduation ad referendum of Mr. ALBERT A. GRIÑO, JR. for the degree of Bachelor of Science in Civil Engineering, UP Diliman as of the end of Second Semester 2008-2009 (April 26, 2009)**

The University Registrar certifies that he has completed all the requirements for his degree as of the end of Second Semester 2008-2009.

His graduation has been recommended by the faculty of the College of Engineering and by the University Council, ad referendum.

The request is made to enable Mr. Griño to submit his application for the Licensure Examination on or before the April 15, 2009 deadline set by the Professional Regulatory Commission (PRC).

Board action: **APPROVAL.**

**Request of the President for authority to approve the graduation of students from the different constituent universities who completed all their requirements as of the end of the Second Semester 2008-2009, and whose graduation was endorsed by their respective University Councils**

This request is in view of the early Commencement Exercises set by many of the CUs. It is understood that the graduation of students approved by the President is subject to confirmation by the Board of Regents.

Board action: **APPROVAL.**

**MATTERS CONFIRMED BY THE BOARD**

**AGREEMENTS**

**UP System**

**Memorandum of Academic Cooperation between the University of the Philippines and the National Women's Education Center of Japan (NWECC)**

Project: Academic and Educational Cooperation

Particulars:

- a. Both institutions agree to develop the following collaborative activities based on academic areas of mutual interest, on the basis of equality and reciprocity:
  1. Exchange of faculty, researchers and other research and administrative staff;

2. Conduct of collaborative research projects;
3. Conduct of lectures and symposia;
4. Exchange of academic information and materials;
5. Provision of assistance and cooperation for research activities; and
6. Promotion of assistance and cooperation as mutually agreed upon.

- b. The development and implementation of specific activities based on the Agreement will be separately negotiated and agreed upon between the faculties, schools or institutes which carry out the specific projects. Both institutions agree to carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval;
- c. It is understood that the implementation of any of the types of cooperation stated may be restricted depending upon the availability of resources and financial support at the institutions concerned; and
- d. Should any collaborative research activity under the Agreement result in any potential for intellectual property, both institutions shall seek an equitable and fair understanding as to the ownership and other property interests that may arise. This understanding shall be based on the laws, rules and guidelines then implemented in each institution and shall be covered by a specific agreement.

Effectivity: Effective for a period of five (5) years from the date of signing

Date signed: 11 March 2009

**UP Diliman**

**Memorandum of Agreement between the University of the Philippines Diliman and the Commission on Higher Education (CHED)**

Project: Faculty Upgrading for Chemistry in Higher Education-Intensive Training Course in Quantum Chemistry

Implementing Unit: Institute of Chemistry, College of Science

Particulars:

*The CHED agrees to perform the following:*

- a. Release to IC-UPD the remaining project cost of P162,375.00 upon execution of the memorandum of agreement;
- b. Assist in the information dissemination and identification of faculty participants; and
- c. Monitor, through the Technical Panel for Science and Mathematics-Technical Committee for Chemistry, all activities supported by this project to see to it that funds provided for the IC-UPD are used properly and only for the intended purposes specified.

*The Institute of Chemistry shall:*

- a. Formulate the specialized course syllabi for the training courses;
- b. Identify lecturers for the courses;
- c. Coordinate the schedules and training requirements for the facilities and equipment;
- d. Prepare the training materials;

- e. Administer the training program;
- f. Utilize properly the funds provided by the CHED and shall see to it that these are used for the purpose for which the same are intended, subject to the usual accounting and auditing rules and regulations of the government;
- g. Submit to CHED the liquidation reports certified by the accountant, and verified by the auditor in charge of the school; and
- h. Submit accomplishment/terminal reports to the CHED on or before forty-five (45) days after the completion of the project.

Effectivity: Effective upon signing of the agreement and shall remain in effect until the completion of all activities within fiscal year 2009

Date notarized: 21 January 2009

**Contract of Award between the University of the Philippines Diliman (Host Institution), the Department of Science and Technology (DOST) and Dr. Custer C. Deocarís (Awardee)**

Project: Balik Scientist Program Short-Term Awardee

Particulars:

*The DOST shall:*

*Provide the Awardee the following incentives applicable to him as Balik Scientist Program (BSP0 Short-Term Awardee:*

- a. Reimbursement of the peso equivalent of the cost of roundtrip economy airfare originating from foreign country to the Philippines by the most direct route. Computation shall be based on the currency rate prevailing on the date when the airline ticket was purchased; and
- b. Daily subsistence allowance (DSA) amounting to US\$150/day for 78 days to be paid in Philippine currency.
- c. Monitor and evaluate the activities of the Awardee to ensure the successful implementation of his Terms of Reference;
- d. Coordinate with the Host Institution on the areas/aspects where the expertise of the 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 Awardee's presence and engagement under the Program.

*The Awardee shall:*

- a. Carry out the activities contained in the approved Terms of Reference and forming part of the Agreement;
- b. Submit a report of his activities to DOST and Host Institution immediately after the engagement;
- c. Recommend other activities/programs to enhance his engagement and other relevant undertakings to help achieve the objectives of the BSP;
- d. Submit to DOST discovery, innovation, design, model or process relating to or arising from work on a research project funded by DOST while on engagement as BSP 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 Inter-Agency Implementing Committee of the Balik Scientist Program.

*The 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 Terms of Reference as prearranged with the Awardee;
- c. Monitor and evaluate the activities of the Awardee and make proper recommendation to DOST as warranted;
- d. Commit to provide adequate and available resources and facilities to ensure a productive stay of Awardee; and
- e. When feasible retain the Awardee as part of its organization under mutually acceptable terms and under existing labor laws and regulations in the Philippines.

Effectivity: Effective 17 November 2008 and shall remain in force for a period of 78 days

Date signed: 4 December 2008

**Contract of Award between the University of the Philippines Diliman (Host Institution), the Department of Science and Technology (DOST) and Dr. Arnold M. Guloy (Awardee)**

Project: Balik Scientist Program Short-Term Expert Awardee

Particulars:

*The DOST shall:*

- a. Allow the Awardee to complete his term on continuous basis as indicated in the Terms of Reference of the Awardee;
- b. Provide the Awardee with reimbursement of one-way economy airfare by the most direct route from USA to Philippines purchased during the first phase and reimbursement of one-way economy air ticket by the most direct route from the Philippines to USA purchased during the last phase; and Daily Subsistence Allowance (DSA) of US\$150 per day while on official terms under the Balik Scientist Program. The manner of computing the currency rate conversion is consistent with the Short Term Program practice of DOST-BSP;
- c. Monitor and evaluate the activities of both the Awardee and the Host Institution to ensure the successful implementation of the Terms of Reference of the awardee;
- d. Coordinate with the Host Institution in the areas/aspects where the expertise of the 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.

*The Awardee shall:*

- a. Carry out the enumerated activities contained in the approved Terms of Reference in (number of phases) within a period of one year, with Phase One in November 20 to December 19, 2008 for a period of thirty (30) days and Phase Two in January 2009 for a period of fourteen (14) days and Phase III in June 4 - July 2009 for a period of forty five (45) days;

- b. Submit a report of his activities to DOST and Host Institution after each phase and a terminal report immediately after the completion of the last phase/ engagement;
- 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 discovery, innovation, design, model or process relating to or arising from work on a research project funded by DOST while on engagement as BSP 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 contract;
- 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.

*The 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 Terms of Reference as prearranged with the Awardee;
- c. Monitor and evaluate the activities of the 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 Awardee as part of its organization under mutually acceptable terms and under existing labor laws and regulations in the Philippines.

Effectivity: Effective November 20, 2008 and shall remain in force for a period of one (1) year

Date notarized: 16 December 2008

**UP Los Baños**

**Memorandum of Understanding between the University of the Philippines Los Baños and the Chungwoon University, Korea**

Project: Exchange Programs

Particulars:

- a. Both institutions agree to promote the following exchange activities based on their respective academic and educational needs:
  - a.1. Exchange of experts;
  - a.2. Exchange of academic information and materials;
  - a.3. Organization of joint research programs;
  - a.4. Organization of joint conferences;
  - a.5. Other academic exchanges agreed to by both universities.
- 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. Nothing shall diminish the full autonomy of either institution, nor will any constraints be imposed by either upon the other in carrying out the agreement;
- d. All project outputs, discoveries or inventions produced 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 an integral part of the main agreement;
- e. All exchanges under the general MOU shall not be conducted or enforced unless a specific MOU is executed between the parties observing the same formalities and all limitations specified; and
- f. The provisions shall be governed by the principles of international law.

Effectivity: Effective October 2008 until October 2013

Date notarized: 7 January 2009

**Memorandum of Understanding between the University of the Philippines Los Baños and the Institute of International Cooperation on Agriculture, Dankook University (ICA-DU)**

Project: Exchange Programs

Particulars:

- a. The universities agree to promote the following exchange activities based on their respective academic and educational needs:
  - a.1. Exchange of faculty and scholars (professors, lecturers or researchers)
  - a.2. Exchange of students;
  - a.3. Exchange of academic information and materials;
  - a.4. Organization of joint research programs;
  - a.5. Organization of joint conferences; and
  - a.6. Other academic exchanges agreed to by both universities.
- 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. Nothing shall diminish the full autonomy of either institution, nor will any constraints be imposed by either upon the other in carrying out the agreement;
- d. The joint ownership of all project outputs, discoveries or inventions produced shall be determined by activity agreements between the specific academic units involved. The details of the terms and conditions concerning intellectual property rights shall be agreed upon by the parties and included in the activity agreement;
- e. All exchanges under the general MOU shall be conducted or enforced unless a specific Activity Agreement is executed between the parties observing the same formalities and all limitations specified; and
- f. The provisions shall be governed by the principles of international law.

Effectivity: Effective February 4, 2009 until February 3, 2014

Date notarized: 5 February 2009



## OTHER MATTERS

### Request of UP Diliman for Balling/Transfer of Trees

UP Diliman requests permission to ball/transfer trees in connection with the construction of the GT-Toyota Asian Heritage House and GT-Toyota Asian Center Auditorium at the Asian Center Complex. The Office of the Campus Architect is working with the landscape architects on the details.

Board action: APPROVAL.

### Request of UP Diliman to Cut an African Tulip Tree Located at the College of Business Administration

UP Diliman requests permission to cut an African Tulip tree located at the College of Business Administration – back parking lot. Despite the heavy pruning done by the Campus Maintenance Office and MERALCO, the College feels that the remaining portion of the tree continues to be a very serious danger to the lives of the faculty, staff and students who park near the area. The tree has a big crack and cavity and may fall anytime soon.

Board action: APPROVAL.

### Concern of Regent Francis C. Chua

Regent Chua informed the Board that last week Congressman Guingona went to PCCI and gave a report on the budget system of the government. Somehow in his report, Congressman Guingona mentioned that in 2007 UP still had a budget of P1.5 Billion that was not used. Regent Chua requested clarification from the President.

President Roman explained that this matter was already clarified with Congressman Guingona. In fact, she has been invited to a Technical Committee Hearing. The staff, she said, must have misread the financial statements. Many of those listed are actually endowment funds where only the interests are used.

*Note: A check with the staff of Representative Guingona revealed that the Congressman meant that money for U.P. has not been released.*

## MATTERS FOR INFORMATION OF THE BOARD

### Academic Calendars of the different Constituent Universities for AY 2009-2010

The President has approved the Academic Calendars of the following CUs by virtue of the authority given her by the Board of Regents.

UP Diliman Extension Program in Pampanga and Olongapo

UP Visayas

### Addendum to the Build, Lease and Transfer Contract between the University of the Philippines and the Advanced Science and Technology Institute (ASTI)

Consistent with the purpose of the establishment of ASTI, as provided in the Build, Lease and Transfer Contract, noted by the Board at its 1101st Board of Regents meeting on 26 September 1996, which is "to promote technology development and advance linkages between the academe, industry, and the government's science and technology sector", the Department of Science and Technology-

Philippine Economic Zone Authority research and development, and promoting research in various colleges and universities" (Sec. 3.c) as well as a "public service university by providing various forms of community, public and volunteer service, as well as scholarly and technical assistance to the government, the private sector and civil society while maintaining its standards of excellence" (Sec. 3.d), the DOST-PEZA Open TBI shall serve to support the University in achieving the aforementioned objectives as a national university and serve as venue for greater collaboration between the government and private sector, promoting startup initiatives in the community and providing the necessary environment to nurture technology entrepreneurship.

To conform to Sec. 3, Art. V of the said Build, Lease and Transfer Contract that provides that "ASTI may, with written approval of the University, introduce landscaping and other improvements beside, near and around the subject property for the enhancement of the structure and its premises" and further, par. 4, Sec. 2, Art. 1 of the said Contract also provides that "No vertical or other permanent improvements shall be constructed by ASTI without the prior written consent of the University, and such structure allowed to be built shall be subject to the terms and conditions of the contract", Section I of Article 1 is hereby amended by the provisions set forth:

FROM: Section 1 - The ASTI shall construct and build the infrastructure subject of this Contract on a parcel of lot located within the UP Diliman Campus, more particularly described as follows:

A parcel of land (portion of Lot 42-C-6, subdivision plan [LRC] Psd- 174313 situated in Barangay Diliman, Quezon City, Metro Manila, Luzon. Bounded on the Northwest points 1 to \_\_ by Carlos P. Garcia Avenue; points 3 to \_\_ by Lot 4-C-6 (portion) of the subdivision plan. Beginning at point marked "I" on plan, being N55° 36' W. 3204.18 from BLLM# 1, Marikina Cad.

thence N55° 18', 64.18 M to point 2  
thence S 34° 42' E, 62.43 M to point 3  
thence S 52° 01' W, 60.50 M to point 4  
thence N 37° 59' W, 66.00 M to point of beginning

containing an area of FOUR THOUSAND SQUARE METERS (4,000 sq.m.). All points indicated on the plan and are marked on the ground by PS Cyl. Conc. Mon, 15 x 60 cm., bearing true date of subdivision survey, September 13, 1995.

The aforescribed property is identified in the SITE PLAN attached and made an integral part of the Contract.

TO: Section 1 - (third paragraph)

Aside from the infrastructure constructed and built by ASTI, the ASTI, in collaboration with DOST, PEZA, the University, the TRC, shall set-up the DOST-PEZA OPEN Technology Business Incubator ("DOST-PEZA OPEN TBI") on the parcel of land that was leased by the UNIVERSITY TO ASTI, more particularly described under Sec. 1, Art. 1 of the Build Lease and Transfer Contract that was executed by the University and DOST on August 16, 1996.

The DOST-PEZA OPEN TBI will be established within the premises of ASTI using movable customized shipping containers and by introducing landscaping around the area to be covered by DOST-PEZA Open TBI.

The aforementioned property is identified in the SITE PLAN attached and made an integral part of the Contract.

**DEEDS OF DONATION****UP Diliman****Deed of Donation and Acceptance between the University of the Philippines Diliman (Donee) and Dean Milagros P. Querubin (Donor)**

Donation: 1-unit Microwave Oven  
(3D brand, Model: WP700P17-6,  
Serial No. M080004821)  
amounting to P3,067.01

End-user: Department of Food Science and Nutrition,  
College of Home Economics

Particulars:

For and in consideration of the foregoing, and of the high esteem which the Donor holds for the Donee, said Donor hereby transfers and conveys, by way of donation, unto said Donee the absolute ownership of the property described above;

The Donee hereby accepts and acknowledges receipt of the donation made in its favor by the Donor, and expresses its appreciation and gratitude of the kind generosity of the Donor and hereby warrants that the microwave oven donated shall be properly maintained and utilized solely and exclusively for the purpose intended by the Donor.

The Donee shall exercise exclusive and sole ownership of the microwave oven subject of the deed of donation.

Date notarized: 20 February 2009

**UP Manila****Deed of Donation and Acceptance between the University of the Philippines Manila (Donee) and Dr. Lily Shau-Chou (Donor)**

Donation: P1,000,000.00 as Financial Support for the Proposed  
UP Manila Museum - Archives (Phase I: Rehabilitation  
of the Old College of Dentistry Building)

Particulars:

The Donee hereby accepts and acknowledges receipt of this donation made in its favor by the Donor and expresses its appreciation and gratitude for the liberality and generosity of the Donor. The Donee's acceptance of the subject donation is hereby understood.

The Donee hereby undertakes/obligates to render a report to the Donor on the status of the donation.

Date notarized: 20 January 2009

**CONTRACTS/AGREEMENTS****UP Diliman****General Construction Agreement between the University of the Philippines Diliman and the Atlantic Erectors Incorporated (Contractor)**

Project: Proposed Stamped Concrete Slabs for Alumni Walk,  
Academic Oval

Amount of the Contract: P3,495,333.60

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, its premises, including the inspection of 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 Consulting Services for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University's Delineation of Authority, have been complied with.

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

Date notarized: 19 February 2009

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

Project: Proposed Construction of Bulwagan ng Dangal, Gonzalez Hall Basement

Amount of the Contract: P4,368,310.05

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, its premises, including the inspection of 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 Consulting Services for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University's Delineation of Authority, have been complied with.

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

Date notarized: 13 February 2009

**General Construction Agreement between the University of the Philippines Diliman and the Albeva Konstrukt and Development Corporation (Contractor)**

Project: Proposed Waterproofing and Miscellaneous Works, UP Main Library, Gonzalez Hall

Amount of the Contract: P2,029,522.72

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 its 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, its premises, including the inspection of 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 Consulting Services for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University's Delineation of Authority, have been complied with.

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

Date notarized: 2 February 2009

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

Project: Proposed Waterproofing and Miscellaneous Works, Engineering Library and Computer Science Building

Amount of the Contract: P704,585.60

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 its 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, its premises, including the inspection of 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 Consulting Services for this Project, the requirements of RA 9184 and its Implementing Rules and Regulations, as well as the University's Delineation of Authority, have been complied with.

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

Date notarized: 28 January 2009

**General Construction Agreement between the University of the Philippines Diliman and the T & D Power Systems Corporation (Contractor)**

Project: Proposed Rewiring /Replacement of Electrical Feeder Lines, Malcolm Hall, College of Law

Amount of the Contract: P2,859,853.70

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

Particulars:

*The Contractor shall:*

- a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related work for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;
- b. At its own expense, be responsible for the unloading, unpacking, and its inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and 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 five (5) years reckoned from the date of completion. 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 five (5) years from the date of Final Completion.

*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 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 as specified in the Notice to Proceed issued by the University

Date notarized: 27 February 2009

**Architectural and Engineering Design Services Agreement between the University of the Philippines Diliman and the Philip's Technical Consultants Corporation (Consultant)**

Project: Proposed Industrial Engineering and Operations Research - Mechanical Engineering Building (IE/ME Building, College of Engineering, UP Diliman)

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

Amount of Project: PhP4,280,000.00

Particulars:

*The University, through the OCA, shall:*

- a. With the assistance of the End-User, provide the Consultant with full information regarding the requirements of the Project;
- b. Ensure the availability, programming and allocation of funds for the payment of the services of the Consultant;
- c. Coordinate with the Consultant, the Construction Management Team, the End-User in regard to the design and implementation of the Project; and
- d. Assist in the coordination of the Consultant with various utility agencies in regard to the design and subsequent construction of the Project.

Scope of Work:

- a. The Consultant shall provide and perform for the University the following architectural and engineering design services:
  1. Detailed Design of the IE/ME Building
    - Preparation of detailed and scaled floor plans, elevations and sections, architectural details, structural

concept, structural and civil plans and details; mechanical and electrical concepts, outline specifications, cost estimate and site development plan

2. Contract Documents Preparation

- Complete construction drawings, specifications and bill of quantities of the IE/Men Building based on the approved detailed designs, specifications and estimates, to comprise part of the construction contract documents

3. Construction Supervision

- Regular site visits and attendance in construction meetings to check on the faithfulness of the execution of the Project to the plans, specifications and other related construction contract documents

b. The Consultant shall perform the following services:

- Architectural
- Structural Engineering
- Electrical Engineering
- Mechanical Engineering
- Sanitary Engineering
- Geotechnical Engineering
- Landscape Architect

- c. Prior to or upon signing of the Agreement, the Consultant shall furnish the University a Performance Bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the Agreement.

Period of Project: 75 Calendar Days specified in the Notice of Proceed

Date signed: 10 February 2009

**Architectural and Engineering Design Services Agreement between the University of the Philippines Diliman and the TCGI, Inc. (Consultant)**

Project: Proposed Civil Engineering Building, Engineering Complex

Amount of Project: PhP9,149,560.00

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

Particulars:

*The University, through the OCA, shall:*

- a. With the assistance of the End-User, provide the Consultant with full information regarding the requirements of the Project;
- b. Ensure the availability, programming and allocation of funds for the payment of the services of the Consultant;
- c. Coordinate with the Consultant, the Construction Management Team, the End-User in regard to the design and implementation of the Project; and
- d. Assist in the coordination of the Consultant with various utility agencies in regard to the design and subsequent construction of the Project.

Scope of Work:

- a. The Design Consultant shall provide and perform for the University the following architectural and engineering design services:

1. Detailed Design of the Civil Engineering
    - Preparation of detailed and scaled floor plans, elevations and sections, architectural details, structural concept, structural and civil plans and details; mechanical and electrical plans and details, outline specifications, cost estimate and site development plan
  2. Contract Documents Preparation
    - Complete construction drawings, specifications and bill of quantities of the Civil Engineering Building based on the approved detailed designs, specifications and estimates
  3. Construction Supervision
    - Regular site visits and attendance in construction meetings to check on the faithfulness of the execution of the Project to the plans, specifications and other related construction contract documents
- b. The Consultant shall perform the following services:
- Architectural
  - Structural Engineering
  - Electrical Engineering
  - Mechanical Engineering
  - Sanitary Engineering
  - Geotechnical Engineering
  - Landscape Architect
- c. Prior to or upon signing of the Agreement, the Consultant shall furnish the University a Performance Bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the Agreement.

Period of Project: 120 Calendar Days as specified in the Notice to Proceed

Date notarized: 24 February 2009

**Architectural and Engineering Design Services Agreement between the University of the Philippines Diliman and the TCGI, Inc. (Consultant)**

Project: Proposed Electrical and Electronics Engineering Building 2, Engineering Complex

Amount of Project: PhP5,838,784.00

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

Particulars:

*The University, through the OCA, shall:*

- a. With the assistance of the End-User, provide the Consultant with full information regarding the requirements of the Project;
- b. Ensure the availability, programming and allocation of funds for the payment of the services of the Consultant;
- c. Coordinate with the Consultant, the Construction Management Team, the End-User in regard to the design and implementation of the Project; and
- d. Assist in the coordination of the Consultant with various utility agencies in regard to the design and subsequent construction of the Project.

Scope of Work:

- a. The Design Consultant shall provide and perform for the University the following architectural and engineering design services:
  1. Detailed Design of the EEE Building 2
    - Includes detailed and scaled floor plans, elevations and sections, architectural details, structural concept, mechanical and electrical concepts, outline specifications, cost estimate and site development plan
  2. Contract Documents Preparation
    - Complete construction drawings, specifications and bill of quantities of the EEE Building 2 based on the approved detailed designs, specifications and estimates, to comprise part of the construction contract documents
  3. Construction Supervision
    - Regular site visits and attendance in construction meetings to check on the faithfulness of the execution of the Project to the plans, specifications and other related construction contract documents
- b. The Consultant shall perform the following services:
  - Architectural
  - Structural Engineering
  - Electrical Engineering
  - Mechanical Engineering
  - Sanitary Engineering
  - Geotechnical Engineering
  - Landscape Architect
- c. Prior to or upon signing of the Agreement, the Consultant shall furnish the University a Performance Bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the Agreement.

Period of Project: 120 Calendar Days as specified in the Notice to Proceed

Date signed: 24 February 2009

**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 UP Diliman Campus (2nd Extension)

Implementing Unit: Office of the Vice-Chancellor for Community Affairs, UP Diliman

Amount of the Contract:

PhP 3,229,872.89 (December 1-31, 2008)  
PhP 3,229,872.89 (January 1-31, 2009)

Particulars:

- a. The Agency shall provide security services for the South Sector, UP Diliman, subject to certain conditions;
- b. The escrow agreement entered into by the parties shall be deemed extended under the same terms and conditions; and

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

**Mode of Procurement:** The bidding for security services for the South Sector is still under processing.

**Statement from the Chancellor:** The applicable laws, rules and regulations have been complied with.

**Effectivity:** 7:00 A.M. of December 1, 2008 to 7:00 AM of February 1, 2009

**Date notarized:** 18 February 2008

### UP Manila

#### General Construction Agreement between the University of the Philippines Manila and the E.L. Torres Construction and Trading (ELTCT) (Contractor)

**Project:** Proposed SOJR Library

**Implementing Unit:** Office of the Vice-Chancellor for Administration, UP Manila

**Amount of Contract:** PhP 950,715.71

**Mode of Procurement:** Public Bidding. Pertinent laws (RA 9184, the Procurement Law), University rules and regulations have been fulfilled/complied with in the execution/signing of the contract.

**Completion Date:** Forty Five (45) working days reckoned from the date or receipt of the Notice to Proceed

**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 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 Contract Documents; and
- e. The detailed tasks involved for each individual item of work set forth are enumerated in the Scope of Work and Technical Specifications.

**Date notarized:** 29 January 2009

### UP Open University

#### Contract for Security Services between the University of the Philippines Open University (UPOU) and Southern Luzon Security Agency Corporation (Agency)

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

**Implementing Unit:** Office of the Vice-Chancellor for Finance and Administration

**Contract Price:** P679,899.36 per annum representing three (3) security guards at P38,651.16 per month and one (1) security guards at P18,007.12 per month. Three (3) security guards shall have eight (8) hours of continuous duty per day and one (1) security guard shall have twelve (12) hours of continuous duty per day.

**Mode of Procurement:** Public Bidding

**Statement from the Chancellor:** The Contract has been reviewed by the Legal Counsel and all rules, such as but not limited to Republic Act No. 9184, University Rules on Delineation of Authority, the Government Accounting and Auditing Manual and the General Appropriations Act have been complied with.

**Particulars:**

- a. The Agency shall assign security guards at the prescribed building and premises everyday, including Saturdays, Sundays and Holidays, to fully and adequately guard and protect from injuries, damages and losses of whatever nature, extent or description through assault, trespass, arson, theft, robbery, mischief or other unlawful acts or negligence the said building, the faculty, students, personnel, visitors and properties located therein and all the cars parked in the premises; Provided that the number of security guards may be increased or decreased by mutual agreement of the parties, depending upon the security requirements of the Client; Provided, further, that the Agency shall have a pool of reserve guards to ensure the presence of adequate relievers whenever the need arises;
- b. The Agency shall assign duly-licensed security guards;
- c. The Agency shall be responsible for the supervision and control of its security guards and other personnel assigned to UPOU. The Agency warrants its faithful compliance with its obligations as the employer of such security guards or personnel. The UPOU shall not in any way be held responsible or liable for any claim or damages or injury or death arising from, or suffered by security guards or personnel, or occurring in the course of their performance of their functions. In this regard, the Agency shall maintain and keep the UPOU free and harmless from any liability or charges imposed upon the Agency for violation of the New Labor Code, its amendments or any law or ordinances, and, in proper cases, indemnify the UPOU for any liability or charge imposed or sought to be imposed upon the UPOU by reason of its contract with the Agency. It shall likewise keep the UPOU free and harmless from all claims, demands, suits or judgments, including costs and expenses, arising out of or by reason of injury or damage to property, or injury to or death of persons due to the operations of the Agency;

- d. The UPOU through the Office of the Vice-Chancellor for Finance and Administration shall monitor the actual delivery of security services and recommend to the Agency, in proper cases, measures to ensure the quality of security services. The same office shall also conduct a monthly evaluation of the performance of the security guards;
- e. The Office of the Vice-Chancellor for Finance and Administration shall analyze monthly reports from office or unit heads of the performance of the security guards and shall rate the over-all performance of the Agency as "Very Good", "Good", "Fair", or "Poor"; and
- f. The Agency shall equip and provide each security guard, who must always be in proper uniform, with a flashlight, club, whistle and other equipment which are necessary for security purposes. At all times, at least one security guard per building shall be equipped with a serviceable licensed firearm.

Effectivity: 6:00 p.m. of 31 December 2008 to 6:00 a.m. of 01 January 2010

Date notarized: 22 January 2009

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

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

Implementing Unit: Office of the Vice-Chancellor for Finance and Administration

Amount of Contract: PhP 1,296,104.52

Mode of Procurement: Public Bidding

Statement from the Chancellor: The Contract has been reviewed by the Legal Counsel and all rules, such as but not limited to Republic Act No. 9184, University Rules on Delineation of Authority, the Government Accounting and Auditing Manual and the General Appropriations Act have been complied with.

Particulars:

- a. The Contractor shall provide the UPOU with a total of nine (9) janitors. Seven (7) janitors will be based in Los Baños, one (1) will be based in NCC-U.P. Diliman and one (1) will be based in U.P. Visayas in Iloilo; The janitors will work for a period of six (6) consecutive days every week.
- b. The Contractor shall provide all janitors with proper uniforms and identification cards (IDs) which shall be used at all times for purposes of identification and security. Janitors assigned to the UPOU shall be properly groomed at all times;
- c. The Contractor undertakes to comply with the following schedule in the performance of its janitorial services: Monday through Saturday, eight (8) hours daily from 6:30 a.m. to 3:30 p.m. Heads of Units/Offices of the UPOU shall determine the areas of responsibility for each janitor assigned within the respective units/offices.

Effectivity: 1 January 2009 until 31 December 2009

Date notarized: 13 February 2009

**1243RD MEETING, 29 MAY 2009**

**Oath Taking of the Staff Regent**

Mr. Clodualdo E. Cabrera was elected as the first Staff Regent of the University of the Philippines on 31 March 2009. The election was confirmed by the Board of Regents through a referendum conducted on 7 April 2009. This confirmation was subject to the same conditions required of Faculty Regent Judy M. Taguiwalo, i.e., Mr. Cabrera has to resign as the National Treasurer of the All U.P. Workers Union and has to take a leave from the said Union during the time that he is serving as Staff Regent.

The President informed the Board that as of 30 April 2009, Mr. Cabrera has complied with the conditions stipulated by the Board and is thus ready to take his oath.

In the presence of his immediate family and representatives from both the administrative and REPS sectors, Regent Cabrera took his oath before President Roman.

**Issues Affecting the Confirmation of the Election of the Student Regent**

President Roman requested an Executive Session to discuss the election of Ms. Charisse Bernadine L. Bañez as Student Regent. Vice President for Legal Affairs Prof. Theodore Te was present as resource person.

In a letter dated 17 April 2009, Student Regent Shahana E. Abdulwahid had informed the Chair of the Board of Regents that the General Assembly of UP Student Councils on 14 April 2009 had unanimously selected Ms. Bañez, outgoing UPLB Student Council Chair, as the new Student Regent.

The root of the President's concern was that Ms. Bañez, in a decision made by the UPLB Student Disciplinary Tribunal dated 15 April 2009, had been found guilty of discourtesy (to College Secretary-members of the Electoral Council). Moreover, she has two (2) more pending charges against her.

Vice President Te related that in the first pending case, UPLB student complainants demanded an accounting of the proceeds from the February UPLB fair for Ms. Bañez' term and that of her predecessor. Apparently the second pending case is not really against Ms. Bañez but her predecessor, Mr. Fuentes, on violating election rules, in particular, illegal campaigning. Hence, for purposes of discussion, only two charges are considered against Ms. Bañez, one for which she was already found guilty, and the pending one on financial reporting.

With regard to the concluded case, she is required by the Tribunal to apologize to those she has been found discourteous to, and such apology should be both oral and in writing, and publicly made. As of this meeting, forty four (44) days after the decision was handed down, Ms. Bañez has yet to comply.

Regent Abdulwahid proposed the Board's confirmation of Ms. Bañez' election, and urged the Board to allow her to begin her term immediately since, first, she (Regent Abdulwahid) no longer had the mandate of the students, and, second, the cases versus Ms. Bañez should be seen independent of Ms. Bañez' election. Also, she relayed that Ms. Bañez intended to comply with the required apology, though no mention was made of when she would do so.

Regent Taguiwalo echoed the sentiments of the Student Regent, and similarly pointed out that the Tribunal's decision being made after the election, meant that the pertinent authorities already knew beforehand that there were cases against Ms. Bañez and yet she was allowed to run as Student Regent.

Regent Tiongco asked why Ms. Bañez has not yet complied with the required apology. He also wanted to know whether she was directly involved in the handling of the fairs' funds. Vice President Te



replied that Ms. Bañez was the USC Vice Chair during the 2008 fair, and the USC chair during the 2009 fair. She may have not been directly handling the funds, but she was definitely in a position of responsibility. Regent Gonzales agreed that an organization chair should indeed be accountable for what her/his treasurer does, or does not do.

Vice President Te added that the USC's response to their complainants' demand for financial reports was that they (the USC) would publish them in the UPLB Perspective. Again, until this meeting, no such publication has been made. A phone call to Chancellor Velasco revealed that what the USC had published in the most recent issue of the *Perspective* was the semestral student contribution collected by UPLB administration during registration. There was no information given about the USC's other income, namely, from the February fair and from a textbook exchange project. The Chancellor estimated that yearly, the USC earns 700-800 thousand pesos from the fair (from concessionaires and student participants) and around 150 thousand pesos from the textbook project.

Regent Tiongco inquired whether the said accounting was a requirement to students only. President Roman said it was also required by the University. She stressed that the policy of transparency and accountability should not be demanded of and practiced by administration alone but by all sectors, to which the Faculty and Staff Regents vigorously agreed.

Thus, Regent Tiongco stated the need for minimum requirements for someone to sit in the BOR, even if elected. Regents Chua, Sarmiento and Gonzales offered their takes on values, leadership, responsibility and finding ways to get things done, and how these are expected of anyone elected or appointed to a position of responsibility. Regent Sarmiento initially proposed that Ms. Bañez not be allowed at all to sit as Regent.

When the discussion was already getting quite lengthy, the President informed the Board that Ms. Bañez was on campus and may be called in to answer their queries, if the Regents so wished. The Regents requested Ms. Bañez to step into the executive session.

*When presented with the concerns of the Board,  
Ms. Bañez replied that:*

She fully intended to apologize. She has not been able to, though, because she was waiting for the Electoral Council to convene so she may deliver her apologies there. She said the Council is expected to meet in June but if that meeting would not push through yet she is willing to seek out the College Secretaries individually; and

She would be ready with the required financial reports by the first week of June. She reported that those in charge expected to complete the necessary computations over the weekend (May 30-31). It would just be a matter of waiting for when the *Perspective* would come out with its next issue. She added that they had actually not yet completed their collections from the February fair.

The President advised Ms. Bañez that she need not wait for the *Perspective* to come out, and could simply post the reports where the students may access them. Also, any collections they still lack may just be entered as "Receivables".

Ms. Bañez was also asked whether she could comply with these requirements in June (in time for the next BOR meeting), to which she confidently, though tearfully, declared that she could. She lamented the fact that she could not take her place on the Board yet.

After Ms. Bañez was excused, the Board agreed to acknowledge her election as Student Regent. The President amended the earlier proposal not to allow Ms. Bañez to sit on the Board, to which amendment the Regents agreed, and the following decision was reached: that Ms. Bañez take her oath after she complies with the required apology and fulfills the promise made by her administration

to publish the financial reports on the 2008 and 2009 fairs' proceeds. Until then, Regent Abdulwahid will continue to sit as Student Regent.

For this instance in particular, though, since Ms. Bañez was already around, she was allowed by the Board to sit as observer for the rest of the meeting.

**Board action:** The Board acknowledged the election of Ms. Bañez. However, she will be administered her Oath as Student Regent once she has complied with the requirements of the Board, that is:

- 1.) As required of her by the Student Disciplinary Tribunal, she is to apologize to those she has been found discourteous to, and such apology should be both oral and in writing, and publicly made; and
- 2.) As demanded by the UPLB student complainants and as provided for in the rules set by the UPLB students themselves, she is to submit financial reports and other documents to account for proceeds from the February Fairs for her term and that of her predecessor's.

Meanwhile, for this particular meeting, Miss Bañez was allowed to sit as Observer.

#### Issue of Quorum

Since this is the first time that the Board is meeting as an 11-member body as provided for in the New U.P. Charter, President Roman raised the issue of quorum. The "fifty percent plus one" quorum requirement for an eleven-member body would be "5.5 + 1" or 6.5, rounded up to 7 members.

The President pointed out the unique composition of the Board which includes the Chairs of the Senate and House Committees on Education, who because of their schedules are not able to attend regularly the meetings of the Board. This, she said is one factor to consider in resolving the issue of quorum.

Staff Regent Cabrera proposed that given the point raised by the President, the quorum be set at 6 members.

The Board agreed to set their quorum at 6 members.

#### MATTERS ARISING FROM THE PREVIOUS MEETINGS OF THE BOARD OF REGENTS

##### 1242ND MEETING, 26 MARCH 2009

#### On the "Sagad" Award

Regent Cabrera acknowledged the Board's consideration of the possible increase in the "Sagad" award. He cited particularly Faculty Regent Taguiwalo who initially proposed the increase. Regent Cabrera also acknowledged the support of Regent Gonzalez to the proposal that the faculty, administrative staff and REPS should be treated equally in terms of benefits. While the Chancellors have not decided on the proposed increase, Regent Cabrera said that they gladly welcome the proposal.

The President informed the Board that the proposal to increase the "Sagad" was discussed in the last PAC meeting. Considering it is only May, the Chancellors are not ready to make a decision yet. They could not project yet how much savings they would have.

Faculty Regent Taguiwalo noted that while she understands the position of the Chancellors, she would like to inquire when the Chancellors would be ready to take up anew the proposal to increase the "Sagad" award and what the bases would be for granting the requested adjustment.

## On the 80-20 Allocation Formula for 2009 Promotion

Staff Regent Cabrera informed the Board of the sentiment of the administrative staff/REPS on the allocation formula for promotions. They find the budget allocated to them quite small. This has even become smaller since the admin staff/REPS are bigger in number compared to the faculty.

President Roman said the 80-20 allocation formula for promotion was already approved by the Board. She has already explained this to Regent Taguiwalo who has questioned this formula. She reiterated that the administrative staff gets promoted even outside of the promotion season. The faculty gets promoted only when there is a call for promotion and when they obtain a doctoral degree. A list of those promoted outside of the regular promotion period was already given to Regent Taguiwalo.

### 1241ST MEETING, 27 FEBRUARY 2009

## On the Geothermal Operations in the Mount Makiling Forest Reserve

### Situationer

#### Extent and Geographic Location

The Makiling-Banahaw (Mak-Ban) geothermal reservation lies between Mounts Makiling and Banahaw on the west and east, respectively, and covers an area of approximately 162,000 hectares. The existing geothermal production zone covers some 0.7 per cent of the total reservation or 1,084 hectares. This production zone is situated at the southeast flank of Mount Makiling and straddles the three municipalities of Bay and Calauan of Laguna and Sto. Tomas, Batangas. The site is approximately 74 kilometers southeast of Manila. As of December 31, 1982, there are twelve (12) geothermal drillings covering a total area of approximately 12 hectares (Figure 1) inside the Mount Makiling Forest Reserve (MFR).

These are distributed as follows:

#### Los Baños Side

Barangay Lalakay	1
Near the Mudspring area	1
Near the foot of Peak	1

#### Bay Side

Wakwa near the settlement area	1
Near the white earth area	4
Vicinity of Mount Bulalo	4

As of April 2009, there are ten (10) functional wells within the Bay side of MFR (Figure 1). These include seven (7) production wells, two (2) injection wells and one (1) monitoring well.

Geothermal production wells are part of the steam gathering system (SGS) where geothermal (hot) fluid is extracted then transported and processed. The steam energy is used to run the turbines of the power plants.

As detailed in the Environmental Impact Statement (EIS), the Mak-Ban Geothermal Power Project has an installed capacity of three (3) 2 X 55 MW units of the Plants A, B and C; two modular power plants D and E with a generating capacity of 40 MW each; and six binary units with cumulative power generating capacity of 15.7 MW.

## Administration and Legal Mandates

### 1. Under National Power Corporation (NPC)

The geothermal operations inside the Mount Makiling Forest Reserve (MFR) found legal basis in Proclamation No. 1111 issued on February 21, 1973. Under this proclamation, portion of the MFR was set apart as a reservation under the administration of the National Power Corporation (NPC) for the purpose of developing, exploiting and utilizing geothermal energy.

This proclamation was followed by Executive Order No. 224 issued on July 16, 1987 wherein the NPC was given complete jurisdiction, control and rehabilitation over the Makiling-Banahaw Geothermal Reservation as covered by Proclamation No. 1111.

Subsequently, the University of the Philippines Los Baños (UPLB) and NPC came up with a Memorandum of Agreement (MOA) on July 13, 1988 to serve as general framework for carrying out their respective responsibilities and functions relative to the administration and management of the MFR.

### 2. Under the University of the Philippines Los Baños

On October 15, 1989, R.A. 6967 was passed vesting exclusive jurisdiction, administration, and complete control of the MFR in the UPLB. This law in effect repealed Proclamation No. 1111 and Executive Order No. 224 insofar as the MFR is concerned.

Having been vested by law to exercise exclusive jurisdiction, administration, and complete control over the MFR, the UPLB is entitled to the beneficial use of the entire MFR. The expressed purpose of the law is for the entire MFR to be administered and conserved primarily as a training laboratory for the advancement of scientific and technical knowledge particularly in the preservation, conservation, and development of forest, flora and fauna, and natural resources.

Being in charge of the over-all administration of the MFR, UPLB is mandated to ensure that the entire forest reserve is managed, developed, and conserved pursuant to the purposes for which it was reserved by law. Pursuant to this mandate, the UPLB Chancellor issued on July 26, 1994 an Executive Order No. 2 which provides for the rules and regulations in the conservation, sustainable development and management of the MFR.

Under Section 2, Chapter VI of EO No. 2, no person shall be allowed to use a portion of the MFR and its resources without securing a permit or license from UPLB.

### Legal Options

Summary of legal options of UPLB to get a share of benefits on the operation of geothermal wells inside the MFR

Legal Options	Remarks	Reference
1. Amendment of the IRR of RA 1936 (Electric Industry Reform Act of 2001)	This course of action may take considerable amount of time since it requires policy review, drafting and redrafting of the proposed amendments, and public consultations, among others. Moreover possible opposition and obstacles may be encountered in the process	Theodore O. Te, Ana Celeste P. Bernad, and Eunice B.S.J. Agsacay-Saño

Legal Options	Remarks	Reference
2. Negotiation with host LGU to allocate a portion of its share to the University.	<p>Engaging with the LGU will prove to be complicated in view of a number of issues to be resolved:</p> <ol style="list-style-type: none"> <li>1. Under IRR of RA 9136, only host LGUs are entitled to the share of the benefits.</li> <li>2. Reliance by the University on the LGU would mean a transfer (or sharing) of control of MFR management to the LGU.</li> <li>3. General apprehension - Bringing in LGU into the picture may jeopardize the function of MFR as a social laboratory. Some LGUs have already expressed the desire to gain control over the resources, knowing its huge revenue potential.</li> </ol>	Theodore O. Te, Ana Celeste P. Bernad, and Eunice B.S.J. Agsacay-Saño
3. Charge "watershed protection and conservation fees" to promote a more efficient resource use and raise funds that can sustain watershed management activities of the University at MFR	<p>This scheme is a result of studies conducted with respect to resorting to implementation of market-based instruments to promote conservation of the resources of the MFR, and dubbed as "payment for environmental services".</p> <p>The studies, however, express apprehension due to concerns on the feasibility of implementation. The major bottleneck to this effort of imposing a watershed protection fee is the legal basis of such a collection.</p>	Theodore O. Te, Ana Celeste P. Bernad, and Eunice B.S.J. Agsacay-Saño
4. Negotiation for a new Memorandum of Agreement (MOA) with NAPOCOR and the Department of Energy (DOE) with stipulation on benefits, compensation or funding support	<p>Opined as the most feasible solution to the issue. In the drafting of the new MOA, the University may negotiate with NAPOCOR to access the Reforestation, Watershed Management, Health and/or Environment Enhancement Fund (RWMHEEF).</p> <p>The University may request NAPOCOR funding assistance in the implementation of projects which contribute to the development of MFR.</p> <p>Incidentally, NAPOCOR has initiated a watershed restoration project which targeted 50 hectares of brushland-grassland areas in the San Bartolome and San Vicente portions at the Sto.</p>	Theodore O. Te, Ana Celeste P. Bernad, and Eunice B.S.J. Agsacay-Saño  MCME Record

Legal Options	Remarks	Reference
	Tomas, Batangas side of the MFR through enhancement planting/assisted natural regeneration (ANR) involving mainly native forest tree species. This project actually started in 2001 and effectively planted and maintained about 30 hectares as of April 2009.	
5. Lease to entity engaged in geothermal operations the actual area being occupied now for geothermal operations inside the MFR	<p>Leasing of areas of MFR for geothermal operations is consistent with the MFR land use plan as approved during the 25 May 1995 BOR Meeting.</p> <p>This scheme could legitimize the continued occupation and use of the portion of MFR for geothermal operations by NPC-PGI (now CHEVRON). This becomes more imperative with the privatization of these geothermal operations sometime in May 2009 as these geothermal operations will be undertaken by SN Aboitiz Power Corporation - a private company.</p>	Eleno O. Peralta
6. Receive an equitable share (benefit) from the exploitation of natural resources through the geothermal operations inside MFR	The host LGUs were recognized and recompensed for their contribution in hosting their territorial jurisdiction the energy resource and/or energy generating facility through which the rest of the country is energized. For example, from 20 June 1994 to 30 March 2000, the accrued financial benefits from Mak-Ban Geothermal Power Plant amounted to P235,797,984.24 of which only P118,056,359.46 was obligated. Among the benefits availed include electrification (P31,602,214.72); development & livelihood (P33,708,906.74); & reforestation, watershed management, health, environment enhancement (P 58,243,905.38). If the LGUs are recompensed for their "contributions", there is no reason why the UPLB, which spends a huge budget conserving the MFR, would not also be recompensed. Under RA 6967, UPLB is mandated by law to be the watershed reservation manager of MFR. From 1998 to 2008, UPLB through its field manager - the Makiling Center for Mountain Ecosystems (MCME), has spent an average of P10,021,091 annually for personal services and MOOE to effectively protect, conserve and develop the MFR (Table 1).	Eleno O. Peralta MCME and UPLB Budget Office Records

**Table 1. Internal operating budget of the Makiling Center for Mountain Ecosystems (MCME) \* for the period 1998-2008. (Source: UPLB Budget Office)**

YEAR	General Fund (2233005)		Makiling Dev't Fund (490005)		Revolving Fund (9311222)		Sub-Total		TOTAL
	PS	MOOE	PS	MOOE	PS	MOOE	PS	MOOE	
1998	10,547,000	0	605,000	617,000	0	486,000	11,152,000	1,103,000	12,255,000
1999	7,710,000	0	605,000	509,000	0	577,000	8,315,000	1,086,000	9,401,000
2000	7,514,000	0	314,000	326,000	0	544,000	7,828,000	870,000	8,698,000
2001	7,409,000	0	345,000	250,000	0	550,000	7,754,000	800,000	8,554,000
2002	8,551,000	0	481,000	250,000	0	1,060,000	9,032,000	1,310,000	10,342,000
2003	8,797,000	0	354,000	250,000	0	1,090,000	9,151,000	1,340,000	10,491,000
2004	8,797,000	0	354,000	250,000	0	1,090,000	9,151,000	1,340,000	10,491,000
2005	8,860,000	0	354,000	250,000	0	1,090,000	9,214,000	1,340,000	10,554,000
2006	8,844,000	0	145,000	250,000	0	1,190,000	8,989,000	1,440,000	10,429,000
2007	8,769,000	0	145,000	250,000	0	828,000	8,914,000	1,078,000	9,992,000
2008	7,947,000	0	0	250,000	0	828,000	7,947,000	1,078,000	9,025,000
TOTAL	93,745,000	0	3,702,000	3,452,000	0	9,333,000	97,447,000	12,785,000	110,232,000
AVERAGE	8,522,273	-	336,545	313,818	-	848,455	8,858,818	1,162,273	10,021,091

\* MCME is mandated to protect, conserve and develop the Mount Makiling Forest Reserve (MFR).

#### Recommendation

In view of all the foregoing, it is the position of UPLB that, being the administrator of the MFR, it is entitled to an equitable share in the benefits under RA 9136 as well as reasonable compensation for the use of the MFR by the power producer and/or energy resource developer.

To this end, it is recommended for UPLB to negotiate for a new MOA with NAPOCOR and with the expected new entity in charge of geothermal operations inside MFR. Accordingly, a Presidential Proclamation will be issued sometime in May 2009 declaring institutions/entities who will be involved in the administration and operations of Mak-Ban Geothermal project. While waiting for the issuance of such Proclamation, the University can already prepare its strategy to pursue its concern of being properly compensated by NAPOCOR and/or other concerned entities for the operation of geothermal wells within MFR.

**Board action:** NOTATION. The President promised to get the best terms for the University.

#### POLICY MATTERS APPROVED

##### **Proposal to Adopt the CHED Policy Limiting Laboratory High School Enrollment to 500**

On 18 October 2000, then CHED Chairperson Ester E. Albano-Garcia issued the "Guidelines to Implement Special Provision No. 9 of the SUCs FY 2000 Budget Under the CY 2000 General Appropriation Act (R.A. 8760)."

It is proposed that from the aforementioned issuance, the following guideline be adopted by the University:

- "2. For high school department/units operating inside the SUC campuses, the SUC President shall:
- 2.1. Ensure that the enrolment shall not exceed 500 students for all campuses where Teacher Education programs are offered."

**Board action:** APPROVAL.

*N.B. Regent Taguiwalo inquired if the CHED proposal has an implication on the status of existing high schools. The Faculty Regent is concerned about the letter circulating about the closure of UP Cebu High School.*

*President Roman explained that the adoption of the CHED proposal is just a matter of compliance in regard to size of a laboratory school. UP Cebu High School is the only unit that violates the size. Furthermore, the President admits that there is an issue at the UP Cebu High School because there is now a proposal to abolish the high school but it is still in its very initial stages and needs further discussions.*

*Regent Cabrera proposed to hold consultations with those that will be affected. It is true that there is no problem with the UP Cebu Education program and it is a big help to UP employees to be able to send their children to UP Cebu High School.*

*President Roman said that students in UP Cebu High School are actually not dependents of UP because during the term of President Nemenzo, he designed the school as "for the poor." The President said that the consultations about the status of the Cebu High School will continue.*

#### **Establishment of the UPTMC Faculty Merit Award**

##### *Rationale*

The Technology Management Center 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 UPTMC Tuition Increment Trust Fund is proposed to provide funding for the UPTMC Merit Award. Thus, only faculty who have taught or are teaching in the Masters of Technology Management are eligible.

**Value of Incentive.** The maximum cash award is P10,000.00 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 the rank of Professor 11 or 12 are eligible for the award.

**Award Components.** A faculty can earn the award based on two components: teaching service at UPTMC and research outputs. Each component is worth P5,000 per year of teaching service.

1. **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.

2. **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 management of technology and Science and Technology Policy 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 UP Scientific Productivity System 2008 was applied and adopted by UPTMC Faculty Merit Award to measure faculty research publication outputs. Table 1 includes the corresponding points assigned to each publication.

Suppose the research outputs of the 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 part of the award in periods 1 and 4 (see Column C).

Promotion Period Covered	Research Output (points) A	Teaching Service (years) B	Award Value (Pesos) C1
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
<b>Total Award from Research Output</b>			<b>42,500</b>

Combining the service and research components in the examples shown makes the faculty eligible for a total award of P108,750 (P66,250 + P42,500).

**Application.** 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 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 [in relation to the Professor 11 or 12 basic salary].

For example, the current annual salary difference between the Professor 11 or 12 versus Professor 10 is P10,652 (P437,237 - P426,585) 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 Center to implement the UPTMC 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.**

*N.B. Regent Taquiwalo inquired how many faculty members TMC has, how many are Professor 11 and Professor 12, and why they need such an Award.*

*President Roman responded that there are only a number of faculty at the TMC and about two (2) or three (3) are in the Professor 11 or Professor 12 rank. They are establishing such an award because the TMC feels that it is the only way to keep their faculty.*

*Regent Taquiwalo requested for the number of faculty members in TMC, how many faculty members of TMC will be eligible for the award, and how many are "Sagad." Considering the small size of the Center, awards should be given to faculty who fulfill meritorious requirements instead of limiting it to Professor 11 or 12.*

*President Roman explained that it is given to Professor 11 or Professor 12 because they are "Sagad".*

**Proposed Criteria and Selection Procedure for Appointment to Professor Emeritus**

The UP Diliman Executive Committee (EXECOM) in its meeting held on 16 March 2009, approved the following recommendations of the Ad Hoc Committee to Review Criteria and Selection Procedure for Appointment to Professor Emeritus chaired by Dr. Priscelina Patajo-Legasto, as follows:

On the Selection Procedure

1. Cluster committees shall evaluate all qualified faculty (i.e. all retiring faculty of age 64 are automatically evaluated based on the proposed criteria);

*Note: It was also agreed that if at age 64/65 the faculty member qualifies as Professor Emeritus but is extended as a regular faculty after age 65, the Professor Emeritus title will already be earned but will be awarded upon actual retirement from the service.*

2. The UP Diliman Committee will consist of seven (7) members - one representative from each of the 5 clusters plus 2 members selected at large. Each member shall serve for 2 years. Endorsement of 6 of the 7 members is a requirement for a favourable recommendation to the Chancellor.

3. The committees shall be formed by the Chancellor. The UP Diliman level committee shall be constituted by the nominee's peers, i.e. full professors in the same or similar fields of expertise as the nominees, with Ph.D. or equivalent (e.g. with honoris causa, national artist, multi-awarded, etc.).
4. National Artists and National Scientists shall be automatically considered for Professor Emeritus title provided the first 3 criteria are met – 20 years active service; not connected with other academic institutions at the time of the appointment; and have not been found guilty of any administrative and criminal charges.

Please note that the selection criteria as provided in the Faculty Manual are retained.

Selection process shall be conducted twice a year.

Once approved, other Constituent Universities may opt to adopt this proposal without going back to the Board of Regents.

Board action: APPROVAL.

#### **Proposal to Grant A One-Time Monetary Award of P150,000 to Professor Emeritus**

During the meeting of the President's Advisory Council on 12 May 2009, the Chancellors of the different constituent universities agreed to recommend the grant of a one-time monetary award of P150,000 to those who will be appointed Professor Emeritus. This proposal once approved will not have any retroactive application.

Board action: APPROVAL.

#### **Proposal for the Institution of the Doctor of Philosophy in Archaeology, UP Diliman Archaeological Studies Program (ASP)**

##### Rationale

Archaeology is a mature discipline. It has transformed itself from espousing a simple antiquarian rationale in the 19th century to a serious academic discipline as it is currently practiced. Archaeology is dedicated to the study of the human past. The complexity of the human experience in all its aspects dictates that any attempt to meaningfully understand the past needs to harness all available approaches to do so. It is for this reason that archaeology is by essence inter-disciplinary, systematic in method—mostly scientific—and socially concerned in spirit. There is no prospering nation in the world today that does not take their archaeological resources seriously. This is because every successful state recognizes that knowledge from archaeology is integral to human well being. Cultural heritage management at the national and multinational level is the most common reflection of this commitment to link the past with the present. Cultural heritage across the globe is defined greatly by its archaeological foundation.

The ASP takes the stand that a healthy Philippine state needs a self-aware and vibrant Philippine culture. A healthy Philippine culture depends on a developed consciousness of being Filipino, and sees the identity of Filipinos as not mutually exclusive to being part of the larger regional and global community. The training and development of a pool of individuals who can push forward a strong heritage agenda must be developed at the highest academic level. This entails the need to further cultivate the current appreciation of heritage based on tangible landmarks, such as the rice terraces, Spanish period churches and heroic individuals, by including archaeological sites such as the

Tabon cave complex in Palawan; as well as the non-tangible components of heritage from archaeology, which is mainly the knowledge of past cultural complexities derived from archaeological research that has influenced the nature of the current culture. The country needs many more people who can lead and transform the landscape of heritage work side by side with maintaining technical competence for basic research.

The community of practitioners in the Philippines, headed by the ASP and supported by the National Museum of the Philippines, is more than ready to manage a Ph.D. program. We are a leading community of archaeologists in the region whose offered programs and research initiatives are recognized and engaged by all archaeology communities in Asia and the Pacific rim. The graduates of the future Ph.D. program are expected to be leaders and trend-setters in research in the growing heritage and basic research communities both in the Philippines and in the region.

##### **Instituting a Ph.D. in Archaeology**

A program leading to the Ph.D. in Archaeology will fully enhance the reputation and status of the university locally and internationally. As the only academic institution offering a degree in archaeology in the Philippines, UP through the ASP is in the position to offer a Ph.D. degree program for the growing archaeology community in the Philippines and in the region. There is a need for an archaeology Ph.D. program in the Philippines to enable a larger number of dedicated Filipino practitioners to earn the terminal academic degree without competing for very limited scholarships from foreign universities. The program will allow them to be in a more competitive position in their chosen career paths here and abroad. The institution of a Ph.D. in Archaeology, more than ever, will lead to a greater output in research that will further improve the University's international profile. It will also further open the field for more Filipino-led research projects in the Philippines and abroad. The faculty has international character with a wide range of collegial networks that ensure a regular stream of visiting scholars to the program. Well-known regular international lecturers also augment current faculty with Ph.D.s. The courses are mainly in English. ASP foresees that their Ph.D. program will attract students from the region and elsewhere in the world interested in the archaeology of Southeast Asia and the Pacific, thus making the University a regional centre for archaeological studies and research.

The proposed Ph.D. program benefits from a strong masters foundation, which emphasizes theoretical as well as field archaeological work. Students from the ASP entering the Ph.D. will be well equipped to holistically pursue their dissertation research. Students coming from outside the ASP can avail of the courses given at the Masters level and benefit from the vibrant interaction within the institution between students and staff.

While there is a Ph.D. in Anthropology majoring in archaeology, it is not a Ph.D. program that covers the vast range of current archaeological research outside the field of anthropology. The proposed program shall not be in anyway in conflict to the Ph.D. anthropology program offered by the Department of Anthropology.

##### **Program Goals**

The proposed Ph.D. in Archaeology will produce students skilled in all facets of archaeological research, knowledgeable on current theoretical discourses, and accomplished in their field of specialization. The program aims to develop well-rounded archaeologists with a strong sense of heritage advocacy. These students are envisioned to contribute to the advancement of the discipline whenever they choose to practice; be they Filipino archaeologists, practicing within the country, or non-Filipino Ph.D. products going back to their homeland

to lead in the practice of the profession. It will also be instilled in the learning culture of the program that research is collaborative and can be multi-national.

Board action: **APPROVAL.**

**Proposal of UP Visayas to Adopt the Master of Science in Computer Science Program of the University of the Philippines Diliman – Department of Computer Science (UPD-DCS)**

This proposal was approved by the UPV University Council on April 17, 2009.

Rationale

Cebu is among the top five (5) emerging cities of the world in outsourcing as reported by “The Global Services Survey” (Cyber Media, 2007). Ranking next to India as a preferred outsourcing destination in the future, Cebu is also fast becoming the IT and eServices investments hub in Asia (CED-IT Dir. B. Belen, The Freeman, 24 Oct. 2005).

Ironically, however, not one among the many Higher Education Institutions (HEIs) in the region offers a master’s degree program in Computer Science (MSCS) to support and enhance the quality of ICT-related education to a higher level. Considering that Cebu is on top of the world map of preferred IT outsourcing business destination, it is necessary for the province to have a master’s program that will ensure a continuous supply of highly specialized and capable ICT-oriented human resources for the industry and the academe.

The program will address the need of individuals seeking professional advancement in the field of computer science. Sending personnel for graduate studies in Computer Science in Cebu would mean cost-saving measures for Cebu-based IT companies; this would also mean availability of these personnel anytime their services are extremely needed by these companies. Other individuals, who plan to shift in their career path, may also enrol provided they have the potential to finish the degree.

In March 2007, the Commission on Higher Education (CHED) awarded the Center of Excellence (COE) in IT Education status to the University of the Philippine Visayas Cebu College Department of Computer Science (UPVCC-DCS). As such, its mandate is to help uplift the quality of IT education in the region.

To give flesh to this mandate, UPVCC-DCS proposes the Master of Science in Computer Science (MSCS) Program to help upgrade the professional qualifications of those involved in ICT education, support them in coping with the demands of this fast-changing field and help them integrate research in ICT education.

However, in its desire to shorten the process of instituting a new program and to respond quickly to industry stakeholders’ needs, the UPVCC-DCS finds it appropriate to adopt the Master of Science in Computer Science Program of UP Diliman-DCS. The move will not only help expedite the offering of the program but also answer the thrust of the Department as a pioneer and a vanguard in offering advanced studies in Computer Science in the region.

**Program Objectives**

General

To contribute to the overall development of the region in particular and the Visayas-Mindanao area in general through the upliftment of the quality of computer science education, as well as to contribute to the general body of knowledge through the conduct of relevant graduate research.

Specific

- To provide access to a graduate study program in the field of CS for college faculty members of other HEIs in the region in particular and the whole Visayas-Mindanao area in general for academic advancement.
- To serve as feeder to the Ph.D. program of CS within the UP System or other reputable universities.
- To provide an accessible venue for ICT-related workers in the industry to pursue graduate studies for professional advancement in their respective organizations.
- To provide a graduate degree program in CS for interested individuals, other than those coming from HEIs and ICT-related industry, who wish to seek professional advancement.

Board action: **APPROVAL.**

**Proposal of the UP Visayas Cebu College for the Adoption of the Master of Business Administration (MBA) Program from the UP Diliman College of Business Administration (CBA), and Abolition of the Master of Management (MM) Program**

The proposals were approved by the UPV University Council on 17 April 2009.

Rationale

Recent years have witnessed a substantial shift in the environment of organizations and communities in the Central Visayas region as manifested by the establishment of corporate firms and development-oriented organizations, particularly in Cebu City and its vicinities. Outside Metro Manila, Cebu has proven to be the trade hub, the tourist mecca and the leading provider of IT products and services. According to NEDA (2006), Cebu was second only to Laguna among the top five internal revenue generating provinces, and Cebu province ranked among the top destinations of foreign travel. With this was seen the rise of tourism-oriented and downstream ancillary services. Very recently, Cebu was acknowledged as the highest supplier of business process outsourcing, next only to the National Capital Region, and is now the world’s number one emerging global outsourcing destination. Aside from furniture, ship-building and the seaweed processing sectors, other industries that have been gaining growth in economic activities are medical tourism, knowledge process outsourcing, as well as the film and entertainment sectors.

Technologically and digitally-driven innovation as well as environmental, health, food and human security concerns in a global, sustainable development context will continue to challenge the strategizing and implementing skills of business leaders and decision makers holding key positions in these organizations. Critical to meeting the challenges of the robust business and economic landscape of the Central Visayas region is the development and preparation of these leaders/managers, primarily through quality graduate business and management education.

President Roman’s Advisory Council for UPV Cebu College (UPVCC) has recognized the aforementioned opportunities. The offering of the MBA program was one of the items highlighted during the April 2008 Roundtable Discussion at the Marriott Hotel which was conducted to review the relevance of the academic programs of UPVCC. During its November 2008 meeting, the Advisory Council articulated the potential for UPVCC to offer the Master of Business Administration (MBA) Program in addressing such opportunities.

In a related recent development, the City of Cebu has just donated to UPVCC a five-hectare lot in the South Road Properties (SRP), where the MBA program is expected to be offered within the next three years.

At present, UPVCC offers the Master of Management (MM) program, a generalist course that equips managers from various forms of organizational engagements. From 1963 to 1977, the UPD MBA program was hosted by then UP Cebu. When the MBA program was phased out, the MM program was phased in to address the needs of graduate management education in Cebu. Over the years, the MM program had been revised to be relevant to the needs of the times until what the program is to date.

Cognizant of the above development and committed to deliver the UP academic seal of excellence, UPVCC Management Division (UPVCC MD) is proposing the adoption of the MBA Program from the UP Diliman College of Business Administration (UPD CBA) principally to provide access to quality graduates business education and training requirements of managers in the region.

The Dean of the UP Diliman College of Business Administration favourably endorsed the request of UPVCC to adopt the MBA program.

Board action: APPROVAL.

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of MS. MARIA ELEANOR B. AURELLADO, Assistant Professor I, Institute of Biological Sciences, College of Arts and Sciences, UP Los Baños, Effective 1 June 2009 until 31 October 2009**

Ms. Aurellado was appointed Assistant Professor I on 20 June 2006. She obtained her Master of Science degree in Marine Biology in June 2005. Her paper entitled, "Movement of Reef Across Boundaries in Marine Protected Areas in Danjungan Island, Negros Occidental, Philippines", has been accepted for publication in an ISI Journal, Philippine Agricultural Scientist (PAS).

She has maintained excellence in teaching for the past two years. Her students find her classes interesting, informative, challenging, motivating, systematic, and well-organized. According to her Division Head, she is diligent, responsible and a hardworking faculty.

Her extensive experience in research in the field of reef fish ecology will be very useful in developing this field of specialization in her unit.

Board action: APPROVAL.

**Waiver of Pertinent Faculty Fellowship Rules In Favor of Prof. ROMMEL J. CASIS, Assistant Professor, College of Law, UP Diliman, to allow him to pursue Master of Laws at the Columbia Law School in New York**

Prof. Casis is an Assistant Professor in the UP College of Law. He has been admitted in the Master of Laws Program of Columbia University. In this connection, Prof. Casis has applied for financial assistance in the amount of US\$66,210 under the Doctoral Studies Fund. His application has been strongly endorsed by the Dean of the UP College of Law and the Chancellor of UP Diliman. However, he does not meet the one year requirement as a regular UP faculty member and is not yet tenured. Prof. Casis has potential as an excellent legal scholar and educator. It is therefore recommended that the following rules governing faculty fellowships be waived in favour of Prof. Casis so he can avail of financial assistance for his graduate studies at Columbia University:

... "have served at least one (1) year as  
a regular UP faculty member"  
... "be tenured or being considered for tenure."

Prof. Casis was appointed Assistant Professor I in November 2008. He, however, served as Senior Lecturer for 3 ½ years, as University Research Associate for almost 4 years and Research Assistant for about 2 years.

In his letter to Chancellor Cao dated 9 February 2009, Dean Leonen guaranteed that "Prof. Casis' dedication is unquestioned and his intention to return (to live the life of the academic in our college) is very clear." The Dean guarantees that Prof. Casis will return to do full service in the College of Law.

Board action: APPROVAL.

**FINANCIAL MATTERS APPROVED**

**Request of the All UP Workers Union (AUPWU) and the All UP Academic Employees Union (AUPAEU) to Pay the 1st Rice Subsidy Allowance for 2009**

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

"Rice subsidy (minimum of three (3) sacks  
of rice at P1,500.00 per sack) ..."

It is proposed that the first rice subsidy/allowance of P1,500 be given in the form of cash.

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 two Unions – AUPWU & AUPAEU.

Board action: APPROVAL.

*N.B. The Staff Regent requested a more liberal interpretation of the guidelines in giving rice subsidy allowance. In particular, he requested that non-UP contractual workers be given the said allowance if their project budget can accommodate it.*

**Request of the Philippine General Hospital, UP Manila for Authority to Use Php2,500,000.00 from the Interest Earned in the Special Endowment Fund (SEF) of the hospital, as certified available by the UP Manila Chief Accountant, for the replacement of the 5000-ampere breaker located at the hospital's powerhouse**

The requested amount shall be used for the replacement of a 5000-ampere breaker located at the Powerhouse. This will be the first time for this main circuit breaker to be replaced since 1986. Further, PGH is now suffering from an average trip-off of 4-5 times a week, affecting in particular the Right Central Block Operating Room, Medical ICU, Central ICU, elevators, water pumps and other ICUs.

It is understood that this shall be subject to the usual accounting and auditing rules and regulations.

Board action: APPROVAL.



**Reprogramming of Unexpended Obligations of UP Open University Under the General Fund Amounting to PhP9,525,636.35, certified available by the UP Open University Chief Accountant and Chief, Budget Office, to be utilized as follows:**

<b>Personal Services</b> To cover obligations for terminal leave & other personnel requirements	P3,500,000.00
<b>Maintenance &amp; Other Operating Expenses</b> To augment MOOE needs which include expenses for communication, office supplies, travel, repairs and maintenance and royalties	5,025,636.35
<b>Capital Outlay</b> To provide funds for the construction of a building	1,000,000.00
<b>TOTAL</b>	<b>P9,525,636.35</b>

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

Board action: **APPROVAL.**

**Reprogramming of PhP55,486,855.22 representing Unexpended Balances of the UP System Administration, certified available by the heads of the System Budget Office and the System Accounting Office, for Capital Outlay and Equipment Outlay**

General Fund 101	PhP	53,821,248.89
Revolving Fund 164		1,665,606.33
<b>Total</b>	<b>PhP</b>	<b>55,486,855.22</b>

It is understood that any obligations/disbursements that will be made against these appropriations shall be subject to the usual accounting and auditing laws, rules and regulations.

Board action: **APPROVAL.**

**Proposed Tuition Structure for the Doctor in Social Development Program, College of Social Work and Community Development, UP Diliman**

Background

The Doctor in Social Development is a newly instituted program. The proposed fee structure is socialized, consistent with philosophy of education and principles upheld by the three disciplines that make up the College of Social Work and Community Development. It was approved by the faculty in a College Meeting on 7 April 2009.

Proposed Fee Structure

Individual Income Level Per Month*	Fee Per Unit
Up to PhP20,000.00/month	PhP1,000/unit
PhP21,000-PhP40,000/month	PhP1,500/unit
PhP41,000 and above or with scholarship	PhP2,000/unit

\*Supported by tax declaration presented by student applicant

Allocation

ITEMS	%
Improvement of facilities (A)	25%
Teaching enhancement & incentives for doctoral faculty and support staff (B)	25%
Improvement of library services (C)	25%
Scholarship assistance (D)	25%

(A) Classrooms for Ph.D. courses will be air-conditioned and furnished with a computer, LCD projector and sound system. SPSS and other needed software for research will be purchased.

(B) As additional incentive to faculty advisers, a lump sum will be given to dissertation advisers upon the completion of their students' dissertations. A premium fee, in the form of a lump sum for course development, will be given to faculty handling doctoral courses. Additional incentives will also be provided to administrative staff directly assisting in the program.

(C) A study room for doctoral students will be developed. This would be air-conditioned, with computer, printing and internet services.

(D) Economically-disadvantaged students who otherwise qualify for the doctoral program but who cannot afford even the base rate of PhP1,000/unit will be provided scholarships until they complete the course. A GWA of at least 2.00 will have to be maintained by qualified applicants. Other conditionality (e.g. a return-service agreement) may be established as well.

Once approved, the new tuition structure will take effect in the First Semester 2009-2010.

Board action: **APPROVAL.**

**Proposed Graduate Tuition Increase of the National College of Public Administration and Governance (NCPAG), UP Diliman from P500 to P2,000 Per Unit Effective First Semester of School Year 2009-2010**

Proposed Tuition Increase

The NCPAG proposes that the graduate tuition be increased to Php2,000 per unit from the current P500 per unit.

Justification

The teaching materials and resources and teaching equipment that are currently used in graduate teaching are too limited. Majority of faculty have to use their own laptop computers to be able to facilitate teaching at the graduate program. At present, all computer software programs used by the academic program come from open sources or are pirated. There are only two LCD projectors used for teaching. There are only three air-conditioned classrooms and only one classroom with a sound system. Some faculty had to buy their personal books from international publishers so that their teaching materials would be up-to-date. The NCPAG needs additional resources to be able to provide the quality of graduate education the school is expected to provide. The growing demand for experts in public administration and governance in government, non-government, and international organizations, colleges and universities, as well as the private sector, also threatens exodus of faculty members. It is important that incentive schemes be implemented soon to avert the possibility of faculty members getting busier with "outside involvements" or joining the exodus.



The current rate of P500 per unit was approved in 2001 and no changes had been in effect since then. Prices had increased several folds since then.

An increase in graduate tuition will not only generate funds to help improve the implementation of the graduate programs but also stimulate or “force” students to be more conscientious about the completion of their program. Thus repeating a course after getting a grade of incomplete will be minimized.

	Average Enrolment			Graduates		
	Diploma	MPA	DPA	Diploma	MPA	DPA
2004-2005		189	85		30	5
2005-2006		181	86		37	6
2006-2007		151	92		39	6
2007-2008		108	98		29	2
2008-2009	25	102	92		22	2

The resources that can be generated from the increase can be used to improve the implementation and maintenance of the graduate programs to be at par or even better than those in the international community. Oftentimes, the weaknesses of graduate programs stem from inadequate resources and inadequate support for the development of the faculty. The additional resources can also be used in providing additional incentives to the graduate faculty.

Furthermore, the College observes that they are losing students to schools which offer public administration, governance or government courses though their fees are much higher than NCPAG. The College also observes that their competitors have better physical facilities and equipment and their lecturers are better paid. They, too, are very aggressive in marketing their programs.

#### Allocation of Trust Fund from Incremental Tuition Fees

*The NCPAG proposes that allocation of funds be as follows:*

- Faculty Enhancement - 50%
 

This will include financial incentives to the graduate faculty for activities like attendance in trainings/conferences, paper presentations, writing and publication of research papers (cost of on-line references, page charges, mailing cost, etc.) Depending on the amount generated, this may also be used to provide additional compensation for teaching at the graduate level.
- Equipment - 30%
 

The use of technology can greatly increase efficiency and effectiveness of teaching at the graduate level. This will include acquisition and maintenance of multi-media equipment (with sound system) for classrooms, personal and laptop computers, computer software licenses, expansion of computer laboratory, computers for the library (on-line collection and on-line journal subscription, security system), air conditioners, etc.
- Development of Teaching Materials - 10%
 

This will include the development of electronic teaching materials (preparation or purchase of custom-made lecture notes, textbooks, database, etc.), incentives to update or develop new syllabi (recent advances in the discipline). Other expenses like the development of brochures, posters, pamphlets, catalogues student manuals, etc. will be charged to this portion.
- Scholarship - 10%
 

Depending on the total revenue, part of the increase will be used for the establishment of scholarships to be made

available to highly qualified students who need financial support to enable them to join or continue pursuing NCPAG's graduate programs.

The allocation however, will be reviewed and possibly adjusted every start of the academic year.

#### Consultation

The decision to increase graduate tuition is based on the consultations conducted on the following dates: 4 August 2006, 27 July 2007 and 2 September 2008. In all of these consultation meetings, a great majority of attendees agreed that there is a need to increase the tuition and that the increase in tuition should be used for improvement of facilities, faculty enhancement and development of course materials.

On 19 March 2009, the NCPAG Student Council submitted a report of a survey conducted last 16 and 17 March 2009 regarding the amount of increase in tuition that should be imposed for the graduate programs. Fifty out of 213 graduate students participated in the survey. Among the respondents only 4 (8%) do not approve of any increase.

Majority of the respondents (29 or 60.4%) indicated that an increase from P500 per unit to P1,500 unit is appropriate while nine (18%) agreed to an increase from 500/unit to P1,000/unit only. Another 18% agreed to an increase of P1,500 per unit to P2,000 per unit.

#### Implementation

The proposal is to affect all incoming students by First Semester AY 2009-2010. Continuing students will pay the old rate of Php500 per unit.

Board action: **APPROVAL.**

#### **Proposed Tuition Increase in the Master of Technology Management (MTM) Program, Technology Management Center, UP Diliman from P1,000 to P2,000 Per Unit Effective First Semester of School Year 2009-2010**

The Technology Management (TMC) proposes that the tuition for its MTM Program in U.P. Diliman be increased to P2,000 per unit, effective First Semester of School Year 2009-2010.

#### Justification

The proposed increase is in line with a consensus reached among UP Diliman deans and directors to peg tuition for all graduate programs at a standard minimum level. It will also be the only source of capital infusion by which the TMC can provide and sustain the UP quality of education, faculty, services and facilities which its selectively screened students from industry and government require and deserve in order to become the ideal Technology Managers envisioned by the MTM program.

The proposed increase will also set a more realistic level that is in keeping with the costs of the times, the realities of budget shortfalls, and the UP quality of graduate education provided. In fact, the proposed increase will remain competitive with other similar graduate programs, e.g., the UP MBA program currently charges P2,500 per unit (since 2006), Ateneo MBA charges an average of over P2,500 per unit, and an entire 2-year AIM program costs over P600,000.00.

The MTM program is still at a growing stage, and still requires further refinement and enhancement as a crucial part of the TMC's academic service commitment to its consistently large number of graduate students. This improvement of the MTM program, together with its faculty complement, requires substantial resources that cannot be accommodated in the U.P. budget at this time or in the foreseeable future.

The Center itself is also in an expansion stage and likewise needs to upgrade and improve its educational facilities and equipment which are integral to improving its MTM program and to enhancing faculty development.

The TMC also needs to facilitate the improvement and expansion of its research and extension services, in line with its mission to promote the awareness of Technology Management as an important field of discipline for the country's industrial and technological development.

The proposed increase is affordable to TMC's graduate students. Majority of them are gainfully employed with middle and upper level positions in leading private sector companies and government agencies.

The TMC faculty unanimously approved and support the proposed tuition increase, while a recent survey of TMC students shows that a large majority or 95% also approved and support the tuition increase.

Allocation of Trust Fund from Incremental Tuition

*The increment from the proposed increase will go to a TMC Graduate Program Trust Fund that will be used for the following purposes:*

1. Student Scholarship Fund - 10%
2. Faculty Development (support for faculty enrolled in doctoral programs) - 10%
3. Facilities Improvement - 20%
4. Information technology and other equipment acquisition, modernization, and improvement. This shall include acquisition of licensed software - 15%
5. Curriculum upgrading and faculty enhancement - 30%
6. Upgrading of Library Collection - 5%
7. Faculty research program instructional materials development - 10%

Implementation

The proposal is to affect only incoming MTM students beginning First Semester of School Year 2009-2010. Continuing MTM students shall not be covered by the increase. Students in the MTM Residential Program at the DOST will also not be covered by the increase.

Board action: **APPROVAL.**

**Institution of Tuition for the Master of Business Administration (MBA) Program, UP Visayas Cebu College Management Division (UPVCC MD)**

Rationale

The UPVCC MD's request to adopt in toto the Master of Business Administration (MBA) program of the U.P. Diliman College of Business Administration (UPD CBA) was approved by CBA Dean Erlinda Echanis in February 2009. The proposal was subsequently approved at the U.P. Visayas University Council during its 17 April 2009 meeting.

Critical to the adoption and subsequent offering of the MBA program is determining the tuition that shall be charged. Adopting

and implementing outright the current UPD CBA MBA tuition of PhP2,500.00 per unit may be prohibitive to the price-sensitive Cebuano market. At present, the tuition of the Master of Management program is PhP600.00 per unit.

The Management Division faculty during its 1 April 2009 faculty meeting approved to propose to the UPV Chancellor, through the Fiscal Policies and Operations Committee, the MBA tuition per unit of PhP1,850.00. The same proposal was presented to the UPVCC Execom, and UPVCC Unitwide Faculty and was endorsed for approval at the Chancellor's level.

*The objectives of proposing the PhP1,850.00 per unit tuition are:*

- a. to enable UPVCC to continue program and course development activities; and
- b. to enable UPVCC to maintain, improve, and recover its buildings and other facilities.

*The guiding principle for crafting the appropriate tuition to sustain the program's operational requirements and to improve the quality of the MBA program is striking a practical balance among:*

- a. covering the cost of implementing the program (cost-based);
- b. calibrating the program's appeal against the local market's perceived value of the MBA (market-based); and
- c. maintaining a sensible comparative reference with other institutions offering MBA programs (competition-based).

Date of implementation: The proposed institution of the MBA tuition will take effect on the trimester immediately following the approval of its proposal, in consonance with the BOR approval of the curricular proposal to adopt the UPD CBA MBA program

MBA Tuition Comparison

*Comparison of MBA Tuition with other universities in Metro Cebu*

The other major universities offering MBA programs in Cebu City are the Ateneo Graduate School of Business (Cebu Campus), University of San Carlos (USC) and University of San Jose - Recoletos (USJ-R). Table 1 shows these universities' MBA programs tuition per unit.

**Table 1. Comparative tabulation of tuition by institution**

UNIVERSITY/INSTITUTION	TUITION PER UNIT * (MBA Program) (PhP)
Ateneo Graduate School	PhP10,790/subject (2 unit course)
University of San Carlos	PhP888.00/unit
University of San Jose Recoletos	PhP763.42/unit

*\*As of March 25, 2009*

Comparison of Similar Graduate Program Tuition with other units of U.P. Visayas

The current tuition of the Master of Management (MM) program currently offered by the UPVCC Management Division is PhP600.00 per unit. This is true across all the UPV graduate programs offered in the College of Fisheries (4 graduate programs), College of Arts and Sciences (3), College of Management (2), UPVCC (4) and UPVTC (1).

### Computation of Expenses

In determining the MBA tuition, the projected enrolment of the proposed MBA program is considered.

UPVCC MD is projecting a conservative enrolment of only 50 part-time MBA students for the first trimester, June 2009. Enrollment is expected to grow to 60 in the second year as a result of the abolition of the MM program, and subsequently, by 5% annually until enrolment reaches the maximum limit of 70-the quota set for the MBA program. Furthermore, total enrolment for the Program (1st to 3rd year levels) is projected to be affected by attrition. (Concurrent with UPVCC MD's Proposal to Adopt the UPD CBA MBA Program is the Proposal to Abolish the MM Program currently being offered.)

### Tuition per unit

The UPVCC MD is recommending a floor tuition of PhP1,700/unit, after having considered the above-mentioned factors, at least covering the operations cost of running the program.

However, for program sustainability, operating beyond break-even is imperative. Considering market appeal, a tuition strategy of PhP1,850.00 per unit is suggested.

### Consultation

Consultations regarding the proposed tuition per unit is not possible as there are no MBA students yet.

Board action: **APPROVAL.**

### Institution of Tuition for the Master of Science in Computer Science Program, Department of Computer Science (DCS), University of the Philippines Visayas Cebu College (UPVCC)

#### Introduction and Background

On 17 April 2009, the UP Visayas University Council favourably endorsed the approval of the proposal of UPV Cebu College, Department of Computer Science (UPVCC-CDS) to adopt the Master of Science in Computer Science (MSCS) program of UPD College of Engineering, Department of Computer Science (UPDCOE-DCS). The target date of implementation is in June 2009. As a result, there is a need to institute the tuition for the program.

Although the existing UPV tuition for its masters program is pegged at P600/unit, the UPVCC-DCS is proposing PhP1,200/unit as the tuition for the MSCS program for the following reasons:

The proposed rate is less than what UPDCOE-DCS is charging for their MSCS program, which is PhP1,500.

Under prevailing conditions in Cebu, the proposed cost per unit of P1,200 is sensible and just enough, and does not discourage prospective applicants to enroll in the program. Moreover, even with this proposed tuition, the program is projected to incur negative net cash earnings in the early years of implementation, in which proposing for a lower tuition than what is proposed is tantamount to killing the program.

In proposing this tuition, the Department bears in mind the commitment to deliver quality education as fitting for a constituent of a national university and the contribution to the overall development of CS/IT professionals of Metro Cebu, in particular, and of the region, in general.

### Utilization Plan (Five Year Period of Operation)

**Table 1. Percentage distribution of the proposed financial expenditure**

Projected Expenditure	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Acquisition	23%	4%	4%	5%	5%
Depreciation	-	4%	5%	6%	7%
Dev't of Instructional Materials	2%	2%	2%	2%	2%
Faculty Dev't	6%	7%	6%	7%	7%

MOOE	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Online subscription and Internet Service	31%	36%	36%	38%	38%
Transportation & Travel Allowance	23%	27%	26%	28%	18%
Promotional Expense	4%	4%	4%	5%	5%
Office Supplies	6%	7%	6%	7%	7%
Utilities	4%	5%	6%	7%	7%
Repairs & Maintenance	3%	4%	4%	5%	5%
Sub-total (MOOE)	69%	83%	82%	80%	79%
Projected Total Expenditure (III)	540,000.00	455,450.00	464,520.00	428,997.00	438,921.70

### Comparative Rates

**Table 2. Comparative tuition rates between UPVCC and three big Higher Education Institutions (HEIs) in Cebu City that offer master's degree program**

Costing for Tuition	HEI			
	USC a	USJ-Rb	CITc	UPVCC
Per Unit	P888	P1,167*	P944*	P1,200**
Per Semester	P7,992*	P10,000-	P8,000-	
		11,000	9,000	P10,800*

Note: \* computed based on 9-unit load

\*\* proposed

a. University of San Carlos (M.G. Chavez, personal comm., 2009)

b. University of Jose Recoletos (G.V.D. Gabison, personal comm., 2009)

c. Cebu Institute of Technology (C.C. Sta. Romana, personal comm., 2009)

### Student Consultation

Since the MSCS program of UPVCC is new, there are no students to consult regarding the proposed tuition.

Board action: **APPROVAL.**

N.B. The Faculty Regent pointed out that given comparative tuition rates between UPVCC and the well known universities in Cebu, UP will be offering the highest in terms of tuition. This again, Regent Taguiwalo said, raises the role of UP as a state university, as a public university.

**Authority for the President to Redistribute Professorial Chairs/ Faculty Grants with Insufficient Funds but Given a Total Subsidy of P3.5 M**

In its 1210th meeting held on 30 June 2006, the Board of Regents approved the use of P3.5 M of U.P. System Administration Revolving Fund to support 39 Professorial Chairs and 125 Faculty Grants with insufficient funds, i.e., the interest income from the endowment funds for these Chairs and Grants were not sufficient to cover their funding requirements if awarded. In the meantime, these Chairs/Faculty Grants were “rested” while they earned income and/or were upgraded by the donors. At the same time, some Chairs/Faculty Grants, which had sufficient funds then, now need subsidy.

Yearly thereafter, UP System included P3.5 M in the IOB for subsidy for Chairs/Grants with insufficient funds.

Below is the distribution of the 39 Professorial Chairs and 125 Faculty Grants by CUs which was approved by the BOR in 2006.

Constituent University (CU)	#Professorial Chairs	# Faculty Grants
UP System	4	2
UP Diliman	25	41
UP Los Baños	1	14
UP Manila	9	47
UP Visayas	—	3
UP Baguio	—	18
<b>Total</b>	<b>39</b>	<b>125</b>

It is requested that President Roman be given the authority to redistribute these Chairs/Grants with a total subsidy of P3.5 M based on the present needs of the various CUs starting with the July 2008-June 2009 cycle.

Board action: **APPROVAL.**

*N.B. Regent Taguiwalo asked why UP Mindanao is not in the list. President Roman explained that the listing includes only those Professorial Chairs and Faculty Grants with insufficient funds.*

**Proposed Increase In Annual Award for Faculty Grants**

The annual award for Faculty Grants was last increased from P15,000 to P18,000 during the 1134th meeting of the Board of Regents on 26 August 1999. This increase was not, however, implemented for various reasons. Consistent with the recent increase in the annual award for Professorial Chairs from P30,000 to P50,000, it is now proposed that the annual award for Faculty Grants be increased from P15,000 to P25,000.

Board action: **APPROVAL.**

**Authority for the President to Approve Faculty and Staff Promotions**

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

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

Board action: **APPROVAL.**

*N.B. Faculty Regent Taguiwalo inquired how the appeals for promotion are addressed.*

*President Roman explained that mechanisms for appeal are in place. At the System level, a committee chaired by the Vice President for Academic Affairs reviews appeals and makes the necessary recommendations. If the complainants are not happy with the decision(s) at the System level, they can even go to the Board of Regents.*

*Staff Regent Cabrera raised the possibility of reviewing the guidelines for the promotion of administrative staff and REPS. He said the current guidelines are quite strict. For instance, training is required when the University, he said, does not provide opportunities for training. He also suggested that the University look into the cases of personnel who are differently situated. Regent Cabrera cited the case of the REPS in La Granja who he said are required not only of research, training and extension, but also of production.*

*The President took note of the points raised by the Staff Regent.*

**UP Internal Operating Budget for 2009 in the amount of P8.520 Million**

*Funding sources are as follows:*

General Fund	P 7,382,944
Revolving Fund	1,136,813
<b>Total</b>	<b>P 8,519,757</b>

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

PARTICULARS	<i>(In Thousand Pesos)</i>				
	TOTAL	C O E			CO
		PS	MOOE	TOTAL	
<b>Total General Fund *</b>	7,382,944	4,372,874	960,123	5,332,997	2,049,947
CUs	6,085,540	3,426,141	649,452	4,075,593	2,009,947
PGH	1,297,404	946,733	310,671	1,257,404	40,000
<b>Total Revolving Fund</b>	1,136,813	355,885	752,487	1,108,372	28,441
CUs	699,413	191,885	480,877	672,762	26,651
PGH	437,400	164,000	271,610	435,610	1,790
<b>GRAND TOTAL</b>	8,519,757	4,728,759	1,712,610	6,441,369	2,078,388
CUs	6,784,953	3,618,026	1,130,329	4,748,355	2,036,598
PGH	1,734,804	1,110,733	582,281	1,693,014	41,790

*\*Includes Automatic Appropriations for Retirement & Life Insurance Premiums (RLIP) of P324.857 million (CUs – P256.686 million and PGH – P68.171 million)*

Board action: **APPROVAL.**

*N.B. Staff Regent Cabrera clarified if the ECC contribution is already included in the IOB and in the proposed budget.*

*The Officer-in-Charge of the Office of the Vice President for Planning and Finance said the ECC contribution of P100/month or P1,200/year per employee is already taken care of.*



**Budget Proposal for CY 2010 in the amount of P 18.24 Billion**

	Amount ('000)
Baseline, CY 2009 GAA	7,058,087
Additional Requirement	11,180,575
Total	18,238,662

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

**I. UP System and Constituent Universities****A. PERSONAL SERVICES**

1	Centennial Promotion	20,000
2	Add'l Faculty Items for UP Diliman, UP Manila, UP Visayas, UP Mindanao, UP Open University and UP Baguio	209,008
3	Regularization of Existing Casual	46,066
4	Hazard Pay Component of the Magna Carta for Health Clinical Workers for UP Manila	34,000
5	Faculty/Staff/Research Development	9,299
6	Lump-Sum for allowance/honoraria for UP Manila Clinical Faculty (WOC)	25,000
7	LS for honoraria, allowance and overload teaching	4,860
8	National Science Complex– New items for Faculty and REPS	45,000
9	10% salary adjustment	238,874
	<b>Sub-total</b>	<b>632,107</b>

Amount ('000)

**B. MOOE**

1	Engineering R&D for Technology	79,221
2	National Science Complex	330,000
3	Scholarship	100,000
4	Additional MOOE to meet budget deficiencies for existing programs & project	630,859
	<b>Sub-total</b>	<b>1,140,080</b>

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

1	Capital Outlays (Building and Structures Outlay)	4,530,388
	UP Diliman	224,673
	Engineering Research & Development for Technology (ERDT)	265,845
	National Science Complex	200,00
	UP Los Baños	291,818
	UP Manila	2,356,900
	UP Visayas	212,284
	UP Mindanao	863,868
	UP Open University	30,000
	UP Baguio	75,000
	UP System Administration	10,000

2	Equipment Outlays	406,697	939,245
	Engineering Research & Development for Technology (ERDT)	382,548	
	National Science Complex	150,000	
3	Land and Land Improvement Outlays	396,699	471,699
	National Science Complex	75,000	
	<b>Sub-total</b>		<b>5,941,332</b>

**D. Provision for Centennial Fund under R.A. 9500**

1	UP System Administration – Additional MOOE	130,000
2	UP Mindanao a. Construction of Dormitories and equipment	70,000
	<b>Sub-total</b>	<b>200,000</b>
	<b>Total, UP System and other CUs</b>	<b>7,913,519</b>

Amount ('000)

**II. PGH**

A.	Personal Services (787 items and other benefits)	418,096
B.	MOOE	808,864
1.	Implementation of Senior Citizens' discounts	120,000
C.	Capital Outlay	1,122,000
D.	Equipment Outlay	798,096
	<b>Total, PGH</b>	<b>3,267,056</b>
	<b>Grand Total</b>	<b>11,180,575</b>

The Budget Proposal for CY 2010 will be submitted to the Department of Budget and Management and the Commission on Higher Education.

Board action: **APPROVAL.**

*N.B. Regent Chua inquired about the University's student population. The President replied that the University has about 52,000 students. Regarding UPCAT qualifier no-shows, the President relayed that a staff member in each CU's Registrar's Office is assigned to call up these no-shows. Meanwhile, the President foresees a general increase in enrollment. UP Baguio has already reported an increase. UP Visayas anticipates an increase as well because of the drop in popularity of the nursing profession.*

*In the past, UP Visayas suffered from low enrollment because their UPCAT qualifiers opted to enroll in other universities in the area to take up nursing.*

*The Staff Regent inquired about the possible inclusion of the rice subsidy in the budget proposal. The President responded that the said subsidy was agreed upon subject to availability of funds. Furthermore, the trends would have to be studied first.*

*The Faculty Regent inquired whether it was possible for the Regents, especially the sectoral representatives, to be given ample time to consult and therefore better understand the budget, in the interest of becoming better able to assist the President in lobbying for it. The President replied that, according to the Budget Director, deliberations would be held in the following week already. However, in the future, the various sectors may invite the Budget Director for consultation/ briefing on the proposed budget.*



## APPOINTMENTS

## UNIVERSITY OFFICIALS

## UP System

**Prof. EDGARDO G. ATANACIO** as Vice President for Planning and Finance, effective 1 June 2009 to serve at the pleasure of the President

**Prof. NOREEN P. ESCULTURA** as Director, System Accounting Office, effective 1 June 2009 until 31 May 2010

**Dr. MARIA LUISA T. CAMAGAY** as Director, UP Press, effective 1 June 2009 until 31 May 2010

**Prof. AMEURFINA D. SANTOS** as Director, Office of Admissions, effective 1 June 2009 until 31 May 2010

## UP Diliman

**Dr. ELENA RIVERA MIRANO** as Dean, College of Arts and Letters, effective 1 June 2009 until 31 May 2012

**Dr. ADELAIDA VILLARAZA MAYO** as Dean, College of Home Economics, effective 1 June 2009 until 31 May 2012

**Dr. LEILANI L. GONZALO** as Dean, College of Human Kinetics, effective 1 June 2009 until 31 May 2012

**Dr. ROLAND B. TOLENTINO** as Dean, College of Mass Communication, effective 1 June 2009 until 31 May 2012

**Dr. CAESAR A. SALOMA** as Dean, College of Science, effective 1 June 2009 until 31 May 2012

## UP Los Baños

**Dr. CLEOFÉ S. TORRES** as Dean, College of Development Communication, effective 1 June 2009 until 31 May 2012

**Dr. MA. VICTORIA O. ESPALDON** as Dean, School of Environmental Science and Management (SESAM), effective 1 June 2009 until 31 May 2012

**Dr. DAMASA B. MAGCALE-MACANDOG** as Director, Institute of Biological Science, effective 1 June 2009 until 31 May 2012

## UP Manila

**Dr. ALBERTO B. ROXAS** as Dean, College of Medicine, effective 24 June 2009 until 23 June 2012

## UP Visayas

**Dr. JOY C. LIZADA** as Dean, College of Management, effective 1 June 2009 until 31 May 2012

## UP Baguio

**Prof. ALIPIO T. GARCIA** as Vice-Chancellor for Academic Affairs, effective 1 June 2009 to serve at the pleasure of the Chancellor

**Prof. BIENVENIDO C. MARZAN** as Vice-Chancellor for Administration, effective 1 June 2009 to serve at the pleasure of the Chancellor.

**Prof. RAYMUNDO ROVILLOS** as Dean, College of Social Sciences, effective 1 June 2009 until 31 May 2012

**Prof. WILFREDO V. ALANGUI** as Dean, College of Science, effective 1 June 2009 until 31 May 2012

**Prof. PURIFICACION DELIMA** as Dean, College of Arts and Communication, effective 1 July 2009 until 30 June 2012

## TRANSFER TO PERMANENT STATUS

## UP Diliman

**Prof. Carlos Primo C. David**, Associate Professor 3 (Salary Grade 23-4), College of Science, effective 29 May 2009

**Prof. Jose Edgardo A. Gomez, Jr.**, Assistant Professor 1 (Salary Grade 18-1), School of Urban and Regional Planning, effective 29 May 2009

**Prof. Marie Sherla A. Najera**, Assistant Professor 2 (Salary Grade 19-1), College of Music, effective 29 May 2009

## UP Los Baños

**Prof. Aileen A. Jara**, Assistant Professor 3 (Salary Grade 19-3), College of Forestry and Natural Resources, effective 29 May 2009

**Prof. Ronniel D. Manalo**, Assistant Professor 1 (Salary Grade 18-1), College of Forestry and Natural Resources, effective 29 May 2009

**Prof. Abraham Emmanuel G. Rodantes**, Assistant Professor 4 (Salary Grade 20-4), College of Forestry and Natural Resources, effective 29 May 2009

## UP Manila

**Prof. Rodney B. Dofitas**, Associate Professor 3 (Salary Grade 23-4) (part-time), College of Medicine, effective 29 May 2009

**Prof. John N. Ponsaran**, Associate Professor 1 (Salary Grade 18-1), College of Arts and Sciences, effective 29 May 2009

## AUTOMATIC PROMOTION

**Prof. Cora A. Añonuevo**, Professor 5 (Salary Grade 27-5), College of Nursing, effective 2 June 2008

**Prof. Zenaida C. Varona**, Professor 4 (Salary Grade 27-7), School of Health Sciences, effective 1 September 2008

EXTENSION OF SERVICE BEYOND  
COMPULSORY RETIREMENT AGE OF 65

## UP Diliman

**Prof. Dominador Alejandro Clemente, Jr.**, as Professor 12 (Salary Grade 29-8), College of Business Administration, effective 1 June 2009 until 31 May 2010

**Prof. Evelyn A. Miranda** as Professor 9 (Salary Grade 28-8), College of Social Sciences and Philosophy, effective 8 February 2009 until 31 May 2009

**Prof. Elizabeth R. Ventura** as Professor 12 (Salary Grade 29-8), College of Social Sciences and Philosophy, effective 11 April 2009 until 31 October 2009

## UP Manila

**Prof. Teresita I. Barcelo** as Professor 6 (Salary Grade 27-2), College of Nursing, effective 27 July 2009 until 30 April 2010

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

**UP Diliman**

**Prof. Hisao Ogawa** as Visiting Professor, College of Science, effective 1 March 2009 until 17 April 2009

**Prof. Lina J. Valcarcel** as Professorial Lecturer 5, College of Business Administration, effective 1 April 2009 until 31 March 2010

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

**UP Diliman**

**Prof. Magdaleno B. Albarracin, Jr.** as Professorial Lecturer 5, College of Business Administration, effective 1 June 2009 until 31 May 2010

**Prof. Orlando L. Galang** as Professorial Lecturer 1, College of Business Administration, effective 1 June 2009 until 31 May 2010

**Prof. Armando Malay, Jr.** as Professorial Lecturer 5, Asian Center, effective 1 June 2009 until 31 May 2010

**Prof. Wolfgang Reichardt** as Adjunct Professor, College of Science, effective 1 April 2009 until 31 March 2010

**Prof. Rosvida R. Rosal** as Professorial Lecturer 2, School of Library and Information Science, effective 1 June 2009 until 31 May 2010

**Prof. Herminia H. Santos** as Professorial Lecturer, School of Library and Information Science, effective 1 June 2009 until 31 May 2010

**REAPPOINTMENT BEYOND  
COMPULSORY RETIREMENT AGE OF 65**

**UP Diliman**

**Prof. Cynthia J. Jameson** as Visiting Professor, College of Science, effective 23 March 2009 until 4 April 2009

**UP Open University**

**Prof. Virginia S. Cariño** as Adjunct Professor, Faculty of Education, effective 25 October 2008 until 31 May 2009

**Prof. Milagros D. Ibe** as Adjunct Professor, Faculty of Education, effective 25 October 2008 until 31 May 2009

**Prof. Felix Librero** as Professor 12, (Salary Grade 29-8) Faculty of Education, effective 30 May 2009 until 29 May 2010

**Prof. Lilian M. Rabago** as Adjunct Professor, Faculty of Education, effective 25 October 2008 until 31 May 2009

**Prof. Julieta M. Savellano** as Adjunct Professor, Faculty of Education, effective 25 October 2008 until 31 May 2009

**GRADUATION OF STUDENTS**

**Confirmation of Graduation of students from the different Constituent Universities (CUs) approved by the President by virtue of the authority given her by the Board of Regents at its 1242nd meeting on 26 March 2009**

At its 1242nd meeting held on 26 March 2009, the Board of Regents authorized the President to approve the graduation of students from the following Constituent Universities who completed all the

requirements as of the end of the Second Semester, 2008-2009, subject to its confirmation. This is in view of the early Commencement Exercises set by many of the Constituent Universities.

1. UP Diliman
2. UP Los Baños
3. UP Manila
4. UP Baguio
5. UP Visayas
6. UP Open University
7. UP Mindanao

**PROFESSORIAL CHAIRS ESTABLISHED**

**Establishment of the Dr. Antonio A. Rivera Professorial Chair in Orthopedic Anatomy, College of Medicine, UP Manila**

Donors: Dr. and Mrs. Edward and Julia V.A. Lim

Amount Donated: PhP 1.5 Million

Dr. Edward Lim is a graduate of the UP College of Medicine, Class 1977 *cum laude* and has a sister and brother who are also UP graduates. His father, Mr. Adolfo Lim, is a graduate of UP Los Baños with a degree in agriculture.

His personal statement is as follows: "I am grateful to the institutions that have helped train and mold me, and to my mentors who have guided me and opened doors of opportunity for me. To UP-PGH we owe a responsibility to help her continue its mission of excellence in health care education. To Dr. Antonio Rivera, MD Class 1968, I owe my thanks and acknowledge his positive influence in my orthopaedic surgery career."

Board action: **APPROVAL.**

**Amendment of the Dr. Damir Velcek Centennial Professorial Chair in Surgery to Dr. Damir Velcek Centennial Professorial Chair in Pediatric Surgery**

The "Dr. Damir Velcek Centennial Professorial Chair in Surgery" was established by the Board of Regents at its 1240th meeting held on 28 January 2009. The donor, Dr. Francisca Tolete Velcek (UP College of Medicine Class 1966) requests that this be amended to "Dr. Damir Velcek Centennial Professorial Chair in Pediatric Surgery."

The funds for this Chair are kept in the Permanent Endowment Fund of the UP Medical Alumni Society in America (UPMASA)

Donor's Statement: "My husband Dr. Damir Velcek was always very generous and supportive of the UP College of Medicine and was always very close to the Division of Pediatric Surgery. Despite the fact that I was not allowed to train in Surgery after finishing medical school in 1966 (women at that time were not allowed in Surgery), I am very grateful to the UP College of Medicine and its faculty - my mentors, whom I respect and appreciate very much for their unstinting efforts to teach and guide us - their students. In addition to my parents, I owe a tremendous debt of gratitude to my Alma Mater."

Board action: **APPROVAL.**

**Establishment of Four (4) UP Baguio Professorial Chairs with a Fifty Thousand Pesos (P50,000) Annual Award, Effective upon Approval of the Board of Regents**

The recent increase in the minimum award amount per Chair from Thirty Thousand Pesos (P30,000) to Fifty Thousand Pesos (P50,000) has resulted in a decrease in the number of Professorial Chairs available to UP Baguio faculty to only four slots, hence, it is necessary to restore the number of slots previously available by establishing four new chairs. The funds for these Chairs will come from the earnings of the UP Baguio Research Endowment Fund, established in 2007, and whose principal is Fifty Million Pesos (P50 M). The Deans and the Chancellor's Executive Staff discussed and endorsed the establishment of these Chairs, to be funded from the earnings of the endowment fund. This will further encourage the faculty to engage more actively in research.

Board action: APPROVAL.

**MATTERS CONFIRMED BY THE BOARD**

**AGREEMENTS**

**UP System**

**Memorandum of Understanding between the University of the Philippines and the Southern Taiwan University (STUT)**

Project: Academic and Educational Cooperation

Particulars:

- a. Both universities agree to develop the following collaborative activities in academic areas of mutual interest, on the basis of equality and reciprocity:
  - a.1. Exchange of faculty, researchers and other research and administrative staff;
  - a.2. Exchange of students;
  - a.3. Conduct of collaborative research projects;
  - a.4. Conduct of lectures and symposia;
  - a.5. Exchange of academic information and materials; and
  - a.6. Promotion of other academic cooperation as mutually agreed upon.
- b. The development and implementation of specific activities based on the agreement will be separately negotiated and agreed upon between the faculties, schools or institutes which carry out the specific projects. Both universities agree to carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval;
- c. It is understood that the implementation of any of the types of cooperation may be restricted depending upon the availability of resources and financial support at the universities concerned;
- d. Should any collaborative research activity under the agreement result in any potential for intellectual property, both universities shall seek an equitable and fair understanding as to the ownership and other property interests that may arise. This understanding shall be based on the laws, rules and guidelines then implemented in each university;
- e. This agreement may be amended or modified by a written agreement signed by the representatives of both universities; and

- f. In the event of any unforeseen incident during collaborative activities in either country, both universities agree to negotiate a mutually acceptable solution. As far as practicable these solutions shall be incorporated in the specific agreement mentioned above.

Effectivity: Valid for a period of five (5) years from the date of signing

Date signed: 20 April 2009

**Agreement of Cooperation between the University of the Philippines and the Ritsumeikan University and Ritsumeikan Asia Pacific University**

Project: Academic and Educational Cooperation

Particulars:

- a. The areas of cooperation will include any program offered at each institution which is determined to be desirable and feasible for the achievement of these objectives. However, any specific program shall be subject to the availability of funds and the mutual agreement of the institutions. Such programs may include:
  - a.1. Exchange of faculty members;
  - a.2. Exchange of students;
  - a.3. Joint research projects;
  - a.4. Joint conferences; and
  - a.5. Joint cultural programs.
- b. The terms of such mutual assistance and cooperation shall be discussed and agreed upon in writing by the appropriate responsible officers of the parties prior to the implementation of any particular program or activity; and
- c. Neither party claims, by virtue of the agreement, any right or legal interest in existing or pending intellectual property, including patents, trademark, copyright, design patents or other rights of the other party or in any intellectual property that might result from the other party's prior activities.

Effectivity: Effective for a period of five (5) years from the date of signing

Date signed: 30 April 2008 and 5 June 2008

**Memorandum on Academic Cooperation between the University of the Philippines and the Kyungpook National University (KNU)**

Project: Academic Cooperation

Particulars:

- a. Both universities agree to develop the following collaborative activities in academic areas of mutual interest on the basis of equality and reciprocity;
  - a.1. Exchange of faculty, researchers and other research and administrative staff;
  - a.2. Exchange of students;
  - a.3. Conduct of collaborative research projects;
  - a.4. Conduct of lectures and symposia;

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

Effectivity: Effective for a period of five (5) years from the date of signing

Date signed: 01 April 2009

**Agreement for Student Exchange between the University of the Philippines and Kyungpook National University (KNU)**

Project: Student Exchange

Particulars:

**Eligibility**

Graduate and undergraduate students can both apply.

**Number of Exchange Students**

Each institution can send and accept no more than two students each year. However, this number is flexible based on the understanding that both institutions will strive to keep a reciprocal balance for the duration of the agreement.

**Duration of Stay**

The maximum stay for exchange students at the host institution will be one year.

**Tuition Fees**

Exchange students will be exempt from paying tuition fees to the host institution.

**Other Expenses**

Exchange students will be responsible for his/her own personal expenses, including travel, accommodation, food, general living costs, and health care fees.

**Study Program and Evaluation**

Each exchange student will determine his/her study program at the host institution in consultation with academic advisors from both his/her home and host institutions. The academic performance will be evaluated according to the rules of the home or host institution as appropriate.

**Accommodation**

The host university shall make efforts to ensure that the students are provided assistance in finding adequate housing on or near the campus.

Effectivity: Effective from the date of signing and will remain valid based on the terms in the main Memorandum on Academic Cooperation.

**Renewal of the General Agreement for Academic Cooperation and Exchange between the University of the Philippines and the Tokyo University of Foreign Studies**

- a. The University of the Philippines and the Tokyo University of Foreign Studies executed a General Agreement for Academic Cooperation and Exchange in July 1996:

Paragraph 4 of the Agreement provided:

“This Agreement is valid for five (5) years, effective immediately after being signed by both universities. Either party may pre-terminate this Agreement by giving six (6) months prior notice to the other party. This agreement may be renewed for a similar period subject to mutual consent by the parties.”

- b. The parties mutually consent to the renewal of the Agreement under the same terms and conditions provided therein.

Effectivity: Valid for five (5) years effective immediately after being signed by both universities

Date signed: (9 January 2009 and) 25 February 2009

**Agreement on Student Exchange between the University of the Philippines and the Tokyo University of Foreign Studies (TUFS)**

Project: Exchange Programs

Particulars:

- a. Each exchange student may enjoy the privilege for one academic year;
- b. Each year, the partner universities shall allow the enrollment of not more than ten (10) students. Provided, the partner universities shall exert best efforts to exchange an equal number of students every year;
- c. Prospective undergraduate exchange students must be currently enrolled when nominated and should have completed at least two (2) years of university/college course work prior to such enrollment;
- d. Exchange students should abide by the rules and regulations of the host institution;
- e. Exchange students can be overseas/special students or cross registrants at the host institution. The units taken by exchange



students should be recognized by the student's home institution according to said institution's policies;

- f. UP and TUFs agree to waive the tuition and other school fees on a reciprocal basis, provided that, in the event there is a difference in the number of students exchanged in a given year resulting in one partner university accepting more students than the other, the university accepting more exchange students shall not be obliged to waive the tuition and other school fees of the excess students. Other expenses shall be the student's own responsibility. The institution may recommend the student to outside organizations, which can offer scholarships to cover these expenses;
- g. The host institution will assist the exchange students in making housing arrangements; and
- h. Intellectual property rights arising from collaborative efforts under the Agreement shall be recognized as the outputs of, and jointly owned by UP and TUFs.

**Effectivity:** Effective for five (5) years upon signing and shall remain in effect for five (5) years thereafter subject to revision or modification by mutual written consent of the parties.

**Date notarized:** 25 February 2009

#### **Licensing Agreement between the University of the Philippines (UP) and the Mirasol Development Corporation (MDC)**

**Project:** Licensing Agreement on Mass Production and Market of BIO-N using the technology of BIOTECH

**Implementing Unit:** National Institute of Molecular Biology and Biotechnology (BIOTECH), UP 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 MDC, 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 MDC in the production, sale or shipment of the products sold. If MDC 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 Negros Occidental except the mixing plants supported by the Department of Agriculture subject to the Agreement.

#### **Grant of License**

UP grants to MDC an exclusive license to use the Licensed Technology within the Territory for a period of ten (10) years from the effectivity 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 Summa**

*In consideration of the grant of license, MDC shall pay U.P. the following fees:*

- a. 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 of the plant site of MDC.
- 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.

#### **MDC further agrees and covenants to:**

- a. Establish within six (6) months from the date of the Agreement, a manufacturing plant in Victorias City, Negros Occidental 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 (1000) packs of BIO-N concentrates and produce a minimum volume of 20,000 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 sixty (60) 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 or production and sales information submitted by MDC;



- 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 MDC

***UP shall provide support to MDC  
in the following manner:***

- a. Upon establishment of the manufacturing plant, supply BIO-N concentrates to MDC 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 MDC 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 MDC at the facilities of BIOTECH;
  - Direct assistance: The BIOTECH shall render direct assistance to MDC 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 MDC 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: MDC 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: Shall remain in effect for five (5) years but not later than 31 July 2012, unless earlier terminated upon mutual consent of both parties or other causes provided under Sec.10.0 of the Contract

Date notarized: 5 January 2008

#### UP Diliman

#### **Agreement on Academic Cooperation between the University of the Philippines Diliman and the Hallym University**

Project: Academic Cooperation

Particulars:

- a. Both universities agree to develop academic cooperation and promote mutual understanding between two universities:
- a.1. Exchange of faculty, researchers and other research and administrative staff;
  - a.2. Exchange of students;
  - a.3. Collaborative research projects;
  - a.4. Lectures and symposia;
  - a.5. Exchange of academic information and materials; and
  - a.6. Promotion of other academic cooperation as mutually agreed upon.

- b. The development and implementation of specific activities based on the agreement will be separately negotiated and agreed upon between the schools or institutes which carry out the specific projects. Both universities agree to carry out these activities in accordance with the laws and regulations of their respective countries after full consultation and approval;
- c. It is understood that implementation of any of the types of cooperation may be restricted depending upon the availability of resources and financial support at the Universities concerned;
- d. Should any collaborative research activity under the agreement result in any potential issue on intellectual property, both Universities shall seek an equitable and fair understanding as to the ownership and other property interests that may arise. The understanding shall be based on the laws, rules and guidelines implemented in both universities; and
- e. The agreement may be amended or modified by a written agreement signed by the representatives of both universities.

Effectivity: Valid for a period of three (3) years from the date of signature of both universities

Date notarized: 10 February 2009

#### **Memorandum of Understanding between the University of the Philippines Diliman and the Binus University, Indonesia**

Project: Academic Educational Cooperation

Particulars:

***Both universities undertake to promote and develop academic cooperation in the following ways:***

- a. Exchange of academic, administrative staff and students;
- b. Cooperation in research and the presentation of its results;
- c. Exchange of academic materials, publications and other scientific information; and
- d. Other educational and academic exchanges to which both universities agree.

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

Date signed: (25 February 2009 and) 28 March 2009

#### **Memorandum on Academic Cooperation between the University of the Philippines Diliman and Yonsei University, Seoul, Korea**

Project: Academic Cooperation

Particulars:

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

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

Effectivity: Valid for a period of three (3) years from the date of signing by the representatives of both universities.

Date signed: 23 March 2009 and 09 April 2009

**Memorandum of Agreement between the University of the Philippines Diliman and the Holy Angel University (HAU)**

Project: Academic Cooperation

Particulars:

***UP Diliman and HAU shall:***

- a. Within fields that are mutually acceptable and subject to the requirements of each university's own academic programs and other academic undertakings, the following forms of cooperation shall be pursued under the agreement:
  - a.1. Exchange of faculty for part-time teaching; and
  - a.2. Participation in seminars, lectures and academic meetings.
- b. Research collaboration and other related activities may also be pursued;
- c. In the case of part-time teaching of faculty of one university in another, the rules and procedures governing such activity are embodied in the Contract which shall form an integral part of the Agreement; and
- d. Each party shall respect the academic freedom of the other in utilizing any intellectual output in accordance with the academic policies, including policies on intellectual property;
- e. Acknowledging that each of them has invested in the development and training of their respective faculty members and academic personnel, U.P. Diliman and HAU agree not to solicit for employment or "pirate" each others' faculty members and academic personnel. Any recruitment of a faculty shall require the prior written consent of the university to which the faculty member belongs, subject to the following pre-requisites:
  - e.1. the transfer of the faculty shall not result to the disruption of ongoing academic programs or projects of his/her university;
  - e.2. the faculty shall be required to settle any outstanding obligations with his/her university; and
  - e.3. the recruiting university shall be required to guarantee the payment of any outstanding obligations of the said faculty, in behalf of the latter's university.
- f. Nothing contained or implied in the Agreement shall constitute or be deemed to constitute a partnership between U.P. Diliman and HAU. The parties agree that the contractual arrangement of mutual assistance is only temporary in nature as it is ideal for a school to be self-reliant in personnel resources and in instructional facilities;
- g. Both parties understand that any financial agreement that may arise relative to the agreement will have to be negotiated by both parties and will depend on the availability of funds; and
- h. In order to ensure proper implementation and management, each university shall appoint a representative to act as liaison officer for purposes of the Agreement.

Effectivity: Shall take effect upon signing by the parties and shall remain in force for a period of three (3) years subject to annual review, without prejudice to renewal upon mutual agreement of the parties

Date notarized: 20 March 2009

**Memorandum of Understanding between the University of the Philippines Diliman and the Microsoft Philippines, Inc.**

Project: Microsoft Innovation Centre (MIC)

Implementing Unit: Department of Computer Science,  
Department of Electrical and Electronics  
Engineering, National Engineering Center,  
College of Engineering

Particulars:

- a. The UP Department of Computer Science (UP DCS) and the UP Department of Electrical and Electronics Engineering (UP DEEE) are research and teaching departments in the UP Diliman College of Engineering. The UP National Engineering Center (UP NEC) is a center fully dedicated to the provision of extension, consultancy and continuing education services in the engineering and allied fields;
- b. Microsoft Philippines, Inc. is a developer, manufacturer, distributor and publisher of software technologies, and its wholly-owned subsidiary, markets those software technologies;
- c. The Microsoft Innovation Centre (MIC) is a facility collaboration on innovative research technology or software solutions, involving a combination of government, academic and industry participants. UP NEC, UP DCS and UP DEEE acknowledge that MIC's key objectives and activities have been made known to them;
- d. The parties desire to partner with each other to explore the possibility of creating a site for the MIC in UP DCS and to explore and agree on specific areas of collaboration towards this purpose; and
- e. It shall be understood that the MIC shall not be considered a formal organizational part or entity of either Party.

Effectivity: Shall commence on the date on which it is signed by the Parties, and shall continue for a term of three (3) years during which time the Parties shall endeavor to memorialize agreements implementing the MOU, including the status of equipment and other such resources

Date signed: 24 April 2009

**Memorandum of Agreement between the University of the Philippines Diliman (Second Party) and Genevieve Garcia Baens (First Party)**

Project: Retention of concrete boundary wall that separates the lot of the First Party and the Second Party

Particulars:

- a. The First Party is the owner of a lot located at Commonwealth Avenue, Quezon City, and covered by TCT No. 18538 consisting of 3520 square meters. The lease of a portion of the lot by Chevron Phils. Inc. (formerly Caltex Phils. Inc.) expired last May 2008, and Chevron is scheduled to turn over to the First Party, free of structures of any kind, the leased premises. Said lot is separated from the adjoining lot owned by U.P. by a concrete boundary wall which the Second Party is interested to retain;

- b. The existing concrete boundary wall shall not be demolished but allowed to remain in its present condition until such time that the lot shall have been leased or sold by the First Party, and the lessee or buyer of the property shall expressly demand the demolition of said concrete boundary wall as part of the lease or sale;
- c. In the event that demolition becomes necessary under the circumstances set forth in the foregoing paragraph, the Second Party shall shoulder all the necessary expenses related to the actual demolition and the handling of the rubble and debris resulting from such demolition, including related and pertinent demolition expenses. All government permits necessary for the demolition of such boundary wall shall be for the account of the Second Party. Demolition shall take place within thirty (30) days from notice in writing from the lessee or buyer of said property to demolish the said concrete boundary wall; and
- d. The Second Party shall take care of the maintenance and upkeep of the wall until actual demolition, pursuant to the foregoing Section 2, as well as the expenses connected therewith, and shall render free the First Party and Chevron Phils. Inc., from any claim or suit by third parties arising from any incident or accident that may result from the retention of said concrete wall and before its demolition.

Date signed: 23 April 2009

**Joint Study Agreement between the University of the Philippines Diliman and Hitachi Global Storage Technologies, Inc., Laguna (HGST)**

Project: Hazardous Waste Proposal

Particulars:

- a. The Proposal aims to recommend the most feasible processes along with their optimum operating conditions that will isolate PGMEA from the photoresist waste. The proposal will also provide a report on how parameters like temperature and pressure affect the overall performance of the process. The total project would be composed of 3 Phases. Phase 1 involves process development. Phase 2 includes detailed equipment specification, development of process control strategy and design and HAZOP studies. The last Phase involves the equipment fabrication, installation and process testing. The proposal addresses only Phase 1;
- b. The Technical Coordinators for the agreement are Dr. Rizalinda L. de Leon for the University and John Herber for HGST. Each Technical Coordinator will be responsible for exchanging information with the other party, coordinating any visits, and arranging all other matters pertinent to the Agreement, including the transportation of chemicals. Either party may change its Technical Coordinator by giving written notice to the other party; and
- c. The University's Representative(s) may visit Hitachi GST's HICAP facility in Laguna TechnoPark from time to time under the Agreement. HGST will give University representatives access to HGST's facilities as is necessary or appropriate to conduct the scope of work. Such University representatives must comply with the terms of the Agreement.

Effectivity: Effective from the date of signing through 1 August 2009

Date notarized: 11 February 2009

**Memorandum of Agreement between the University of the Philippines Diliman through the Institute of Civil Engineering (UP-ICE), Protected Areas and Wildlife Bureau (PAWB), and the River Basin Control Office, DENR (RBCO)**

Project: Hybrid Constructed Subsurface Flow Wetland as a Treatment System for the Ninoy Aquino Parks and Wildlife Center Lagoon

Particulars:

***Obligations of PAWB:***

- a. Provide technical assistance and administrative support in the implementation of the project, including but not necessarily limited to the following:
  - a.1. Assign PAWB staff/personnel to assist in the implementation of the Project especially in the construction, maintenance and monitoring in the course of operations within the Project area and other related activities;
  - a.2. Provide necessary funding allocated by the River Basin Control Office (RBCO) to finance the required equipment, supplies and materials, including manpower in the implementation of the project;
  - a.3. Make available the designated/allocated area within NAPWC for the construction and establishment of constructed wetlands;
  - a.4. Provide the necessary planting materials needed for the establishment and maintenance of the constructed wetlands, including coordination with appropriate agency/institution/organizations; and
  - a.5. Prepare the necessary transfer and releases of funds to UP-ICE in accordance with the set schemes.

***Obligations of UP-ICE:***

- 1. Prepare and submit for approval by PAWB, program of activities that will be implemented under the MOA. Said program of activities shall form part of the Agreement;
- 2. Implement the construction and establishment of constructed wetlands within NAPWC, in close coordination and collaboration with PAWB and/or NAPWC;
- 3. Undertake the following activities:
  - c.1. Preparation of the constructed wetlands design;
  - c.2. Methodology for the construction and maintenance of the project; and
  - c.3. Supervision in the establishment of the constructed wetlands.
- 4. Prior to project implementation and/or conduct of project activities, submit to PAWB, a list of experts and workers who shall be involved in the Project or in a particular Project activity, including the extent and duration of their involvement and institutional affiliation;
- 5. Implement the project in close cooperation, collaboration and partnership with other institution/agencies and/or concerned individuals, as may be necessary and appropriate;
- 6. Commit to provide PAWB and the RBCO regular updates on the status of the project;
- 7. Commit to provide continuous technical assistance to PAWB even after the completion of the project, particularly in the maintenance of the constructed wetlands and other similar project-related undertakings;
- 8. Submit to PAWB and RBCO report after the completion of the project and/or upon the termination of the Agreement;
- 9. Abide by other provisions of Republic Act 9147, Republic Act 7586 and their Implementing Rules and Regulations, and

other pertinent laws and regulations, as may be applicable and appropriate;

10. Ensure that all the terms and conditions of the Agreement are complied with concerning the affiliated scientists/researchers; and
11. Acknowledge that any fraudulent act or violation of the terms and condition set forth is a sufficient ground for the PAWB to revoke the Agreement and to deny succeeding request for permit to conduct studies on any biological and genetic resources in the Philippines.

***Obligations of the RBCO:***

- a. Provide funding support in the implementation of the Project through the PAWB;
- b. Together with PAWB, monitor regularly the accomplishment of the UP-ICE through site inspection/validation and evaluation of the submitted reports;
- c. Together with PAWB, approve the system design and work plan submitted by the UP-ICE; and
- d. Together with PAWB, review and approve the completed project prior to its turn over.

**Effectivity:** Shall remain valid and effective for a period of six (6) months from the date of signing

**Date notarized:** 5 March 2009

**Memorandum of Agreement between the University of the Philippines Diliman through the National Institute of Geological Sciences (NIGS), the Department of Science and Technology (DOST) and the Philippine Council for Industry and Energy Research and Development (PCIERD)**

**Project:** Arc-Continent Collision in West Central Philippines: Implications on Resource Potentials and Natural Hazards Y2

**Implementing Unit:** National Institute of Geological Sciences (NIGS), College of Science, U.P. Diliman

**Financial Grant:** P1,523,711.77

**Particulars:**

***The financial grant shall be subject to the following conditions:***

- a. That all pertinent provisions of the Memorandum of Agreement covering the project and "A.O. 006 - Guidelines for the Grant-in-Aid Funds of DOST and its Agencies" shall be in full force and effect unless otherwise provided;
- b. That results of the program/project shall be governed by DOST Memorandum Circular No. 001, Series of 2002;
- c. That the approved work and financial plans shall be strictly followed and any deviation needs to be approved by DOST through PCIERD before said change shall be executed;
- d. That the terminal accomplishment and audited financial reports on this grant shall be submitted to DOST within three (3) months after the completion of the project period;
- e. That proper acknowledgment of the financial and other assistance by DOST shall be given due credit in all reports, articles and news releases;
- f. That in addition to the semi-annual and annual progress reports, a technical report in publishable form shall be submitted at the end of the project period; and
- g. That all income derived from the project, if any, and all

unexpended balance after the termination of the program/project shall be reported immediately and remitted to DOST at the end of the program/project duration.

**Effectivity:** 1 January 2009 to 31 December 2009

**Date notarized:** 04 March 2009

**Project Contract between the University of the Philippines (UP) through the College of Engineering and the JICA Project Office for ASEAN University Network/Southeast Asia Engineering Education Development Network (AUN/SEED-Net)**

**Project:** AUN/SEED-Net Project on Graduate Study Program for Master's/Doctoral Degree (AUN/SEED-Net Project No. UP G0808) for graduate programs in Environmental Engineering

**Implementing Unit:** College of Engineering, UP Diliman

**Amount of the Project:** US\$16,685.00 (Funds allocated for the Contract shall be only for Living Allowances of AUN/SEED-Net students in April and May 2009.)

**Particulars:**

***Responsibilities of the Parties concerned:***

- a. UP shall be responsible for implementing the project with due diligence and efficiency, in accordance with the Student List and Budget Detail 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 by the end of Japanese Fiscal Year 2008 (March 31, 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 U.P. official bank account.

**Date signed:** 17 April 2009

**Addendum to the Memorandum of Agreement between the University of the Philippines Diliman through the Law Center and the Philippine Health Insurance Corporation (PHILHEALTH)**

**Project:** PHILHEALTH Second National Legal Forum for the Conduct of the Mandatory Continuing Legal Education (MCLE)

**Implementing unit:** College of Law, UP Diliman

**Particulars:**

***Memorandum of Agreement was executed by and between the Philhealth and UP which contained the clause:***

" . . .

3. The PHILHEALTH shall take charge of the identification of the participants and their invitation to the



Second National Legal Forum, as well as, the choice of venue and the accommodation.”

The Parties have agreed to add the phrase, “The food and accommodation of the resource persons/speakers and U.P. Personnel are for the account of Philhealth,” to the above phrase so that it would read:

“... ”

3. The PHILHEALTH shall take charge of the identification of the participants and their invitation to the Second National Legal Forum, as well as, the choice of venue and the accommodation. The food and accommodation of the resource persons/speakers and U.P. Personnel are for the account of Philhealth.”

Date signed: 18 March 2009

**Memorandum ng Kasunduan mula sa Unibersidad ng Pilipinas Diliman sa Pamamagitan ng Sentro ng Wikang Filipino (UP SWF) at Bb. Doracie B. Zoleta-Nantes (Awtor)**

Project: Ilimbag at ipagbili ang aklat na pinamagatang Geograpikong Pananaw sa Pagsusuri, Paggamit, Pamamahala, at Pangangalaga ng Likas na Kayamanan ng Pilipinas

Amount: P20,000.00

Particulars:

- a. Ibinibigay ng Awtor sa UP-SWF ang eksklusibong karapatang ipalimbag at ipagbili sa Pilipinas at saanman ang aklat na pinamagatang Geograpikong Pananaw sa Pagsusuri, Paggamit, Pamamahala, at Pangangalaga ng Likas na Kayamanan ng Pilipinas (mula rito ay tatawaging “Akda”) na nakatakdang tatapusin ng Awtor sa loob ng isang (1) taon simula pagkalagda ng kontrata. Subalit kapag hindi mailimbag ng UP-SWF ang nasabing aklat sa loob ng isang taon mula nang matanggap ang kopya nito, magkakaroon ng karapatan ang Awtor na ipalimbag ang aklat sa ibang publisher, pagkatapos mabigyan ng dalawang buwang notis ang UP Diliman;
- b. Pinatitibayan ng Awtor na ang Akda ay orihinal at hindi pa naililimbag, na siya ang may-ari ng Akda, na ang Akda ay walang bahaging kinopya nang walang pahintulot mula sa ibang akda at walang anumang pahayag na maituturing na mapanirang-puri sa sinumang makakabasa; at
- c. Ang karapatang-ari ay kapuwa sa UP-SWF at sa Awtor.

Date notarized: 27 March 2009

**Memorandum ng Kasunduan sa pamamagitan ng UP Diliman Sentro ng Wikang Filipino (UPD-SWF) at sina Ramon Guillermo, Melania Abad, Florentino Iniego, Jr., Elyrah Salanga at Michael Francis Andrada (Mga Awtor)**

Proyekto: Ilimbag at ipagbili ang aklat na pinamagatang Introduksiyon sa Araling Pilipino: Teksbuk at mga Babasahin sa Araling Pilipino 101

Amount of the Project: Tatanggap ang mga Awtor ng insentibong P20,000.00 sa pag-develop ng aklat

Partikular:

- a. Ibinibigay ng mga Awtor sa UPD-SWF ang eksklusibong karapatang ipalimbag at ipagbili, sa Pilipinas at saanman, ang aklat na pinamagatang Introduksiyon sa Araling Pilipino: Teksbuk at mga Babasahin sa Araling Pilipino 101 (mula rito ay tatawaging “Akda”) na nakatakdang tatapusin ng mga Awtor sa loob ng isang (1) taon simula pagkalagda ng kontrata. Subalit kapag hindi mailimbag ng UPD-SWF ang nasabing aklat sa loob ng isang taon mula ng matanggap ang kopya nito, magkakaroon ng karapatan ang Mga Awtor na ipalimbag ang aklat sa ibang publisher, pagkatapos mabigyan ng dalawang buwang notis ang UP Diliman;
- b. Pinatitibayan ng mga Awtor na ang Akda ay orihinal at hindi pa naililimbag na siya ang may-ari ng Akda; na ang Akda ay walang bahaging kinopya nang walang pahintulot mula sa ibang akda at walang anumang pahayag na maituturing na mapanirang-puri sa sinumang makababasa; at
- c. Ang karapatang-ari ay kapwa sa UPD-SWF at sa Mga Awtor.

Petsa ng Notaryo: 24 April 2009

**UP Manila**

**Agreement on Educational, Scientific and Scholarly Exchanges between the University of the Philippines Manila and the Seton Hall University**

Project: Educational, Scientific and Scholarly Exchanges

Particulars:

- a. The two schools agree to encourage and promote direct contact and cooperation between their faculty members, departments and research institutes for educational, scientific and scholarly exchanges;
- b. The two schools agree to encourage mutual visits of administrators, faculty members and students to each other's campus to study or to participate in research projects and/or lectures according to the following guidelines:
  - b.1. within fields that are mutually agreeable to both schools, exchanges or visiting scholars shall be selected by the receiving institutions based upon the recommendation of the sending institution;
  - b.2. whenever appropriate, the exchanges or visiting scholars shall remain on the payroll of the sending institution during the interval of the visit;
  - b.3. whenever possible, the host institution in each instance shall assist in arranging living quarters during the interval of the visit; and
  - b.4. the individual visitor shall be responsible for obtaining his or her travel funds.

Effectivity: Effective upon the date of signature by the representatives of the respective universities

Date notarized: 28 October 2008



**Memorandum of Agreement between the University of the Philippines Manila through the National Institutes of Health-Newborn Screening Reference Center (Sponsor), UP Philippine General Hospital, and Dr. Josephine Leiya Marie F. Salud (Grantee)**

**Project:** Establishment and maintenance of a system of recall, follow-up treatment and monitoring for the prompt and proper management of newborn babies screened positive for the 5 panels of disorders

**Particulars:**

*The Grantee shall undertake the following:*

- a. Undergo subspecialty training in genetics program from an institution accredited by the Philippine Pediatric Society;
- b. Set aside a dedicated time for newborn screening during her training;
- c. Undergo rotation in the different areas of newborn screening;
- d. Conduct clinical research activities both local and international. She may be requested to participate in the conduct of researches by the NSRC. All research outputs, publications and reports produced by virtue of and pursuant to the agreement with NSRC, the grantees shall acknowledge that the research was completed through the assistance of NSRC. An offprint or a photocopy of the published material shall also be provided to NSRC;
- e. Return to her region/area of practice upon the termination of her scholarship/training;
- f. Submit to NSRC a report of her study/training, within sixty (60) days upon completion of study;
- g. Submit to NSRC a re-entry plan or proposal for the application of newly-acquired skills or expertise upon completion of study; and
- h. Serve for two (2) years for every one year or a fraction thereof of not less than 6 months of training. For failure to render the required length of service through her own fault or other causes within her control, the fellow shall refund in full the amount provided her.

*The Sponsor shall undertake the following:*

- a. Provide the grantee with allowance in the amount of P15,000.00 on a monthly basis during her training in the subspecialty of genetics; and
- b. Invite the grantee to any scientific activity organized by the former relevant to that latter's field of training.

*The Trainor shall undertake the following:*

- a. Provide the grantee with training on Newborn Screening equivalent to 20% of the training duration.

**Effectivity:** Effective upon signing hereof by the respective representatives of the parties and shall be subject to review/evaluation exactly one year from effectivity and may be renewed by mutual agreement of the parties

**Date signed:** 25 February 2009

**Memorandum of Agreement between the University of the Philippines Manila through the Philippine General Hospital (University) and the Pamantasan ng Lungsod ng Maynila (PLM)**

**Project:** Use of Facilities of the Philippine General Hospital (PGH) of the University for Clinical Practicum of the Students of the Pamantasan ng Lungsod ng Maynila - College of Nursing (PLM-CN)

**Particulars:**

*Both parties agree to the following:*

- a. The University shall allow the students of PLM-CN the use of facilities of the Philippine General Hospital (PGH) of the University for clinical practicum, subject to nursing and other applicable laws as well as affiliating rules and guidelines that will be promulgated by the University from time to time in consultation with the PLM;
- b. The standards of nursing practice of the University shall be observed during the practicum;
- c. The PLM Faculty-In-Charge of the students in the clinical areas shall be responsible to the PGH Director through the Deputy Director for Nursing in guiding the PLM-CN students during this practicum;
- d. The PLM-CN shall pay on or before the start of training an affiliation fee, inclusive of administrative fee of One Hundred Thirty Five Pesos (P135.00) per student per month or a fraction which shall be remitted to the PGH Cash Services Division intended for PGH Nursing Training Trust Fund for the purchase of medical equipment and supplies;
- e. In addition to the affiliation and administrative fees of P135.00, the PLM-CN shall also pay a preceptor fee of P300.00 for the orientation of the Clinical Instructor who will undergo a preceptor's course to be conducted by the Division of Nursing Education and Training of the University Nursing Services;
- f. The assignment of the students in clinical areas shall depend upon the Masteral Clinical Rotation Plan to be mutually agreed upon by the parties to the agreement;
- g. The students and clinical instructors may be withdrawn from the clinical areas on holidays and vacation indicated in the school calendar of activities upon official notification;
- h. The employees of the University Nursing Services enrolled at the PLM Graduate School of Arts, Sciences, Education and Nursing shall be granted a twenty percent (20%) discount in tuition;
- i. The University shall consider the PLM BSN graduates for work as staff nurses, subject to its hiring rules and regulations;
- j. All publications and reports produced by virtue of and pursuant to the agreement shall be jointly owned by the parties. Further, rights to innovations, discoveries, royalties and other intellectual property rights that may arise from the activities undertaken in the pursuit of the training shall be governed by the provisions of RA 8239 and UP IPR Policies of 2003;
 

Any publication or report arising from the activities undertaken by virtue of and pursuant to the practicum training shall clearly establish and identify the parties as the sources of the output.
- k. The parties agree to permit and share the services of their personnel whose expertise may be needed to teach, handle consultancy or similar services upon proper request by one party to the other;
- l. Subject to the needs of the parties and the availability of facilities, they agree to allow the use of their laboratories and facilities for purposes of instruction and demonstration provided that expenses involved shall be for the account of the party using the facilities and after securing necessary permits and clearance thereof;
- m. The parties further agree to provide on request and subject to its availability, instruction facilities and library privileges as may be necessary to upgrade, improve and further train their employees, particularly in the fields of computers, natural sciences, mathematics and languages, under such terms and conditions as may be further agreed upon; and

- n. In case of conflict between the Parties arising from the agreement, both Parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their dispute. Existing University policies on alternative dispute resolution shall be followed by the parties.

Should Parties fail to reach an amicable settlement of their dispute, the same shall be submitted to arbitration, in accordance with Republic Act No. 9285 or the ADR Law of 2004. However, should the dispute between the parties reach the courts of law, the parties agree that the competent courts of Quezon City shall have exclusive jurisdiction over the same.

Effectivity: Effective for a period of one (1) year from the date of signing and may be terminated by any of the parties upon notice of at least two (2) months before the date stipulated for such termination, provided that such termination shall not prejudice the students already undergoing training

Date signed: 14 January 2009

#### UP Los Baños

#### Memorandum of Agreement between the University of the Philippines Los Baños (UPLB), UP Los Baños Alumni Association (UPLBAA), and Dr. Mario M. Labadan (Donor)

Project: (1) Development of an Expanded Alumni Plaza built around the new Rizal Centennial Carillon Tower and Beautification and Landscaping of the Parts of the Campus including the Erection thereon of Field Sculptures and Rehabilitation of the Portals of many Old Buildings

(2) Creation of a Special Garden Built Around the Standing Portal of the Old Poultry Husbandry Building

Particulars:

*The UPLB Alumni Association, Inc. shall:*

- a. Prepare a landscape development plan for the mentioned special garden located next to the Institute of Animal Science Main Building around the standing portal of the former Poultry Husbandry Building;
- b. Have the plan prepared by University Professor and Landscape Architect Susan Ong and Sculptor-in-Residence Junyee, to conform with the approved UPLB Campus Development Plan;
- c. Supervise the development of the garden as per plan, accept the contribution of the Donor, Dr. Mario M. Labadan, and render accounting of expenditures; and
- d. Hand over the finished landscape garden to the University.

*Dr. Mario M. Labadan shall:*

- a. Approve the plan drafted by Prof. Susan Ong and Artist Junyee; and
- b. Provide monetary support to the project not to exceed P1 Million.

*UP Los Baños shall:*

- a. Approve the garden plan as drafted by Prof. Ong and Artist Junyee;

- b. Assist in supervising the development of the garden;
- c. Accept the Garden and the improvements thereon, and
- d. Assume responsibility for securing and maintaining the Garden as part of the regular campus security, maintenance and enhancement program.

Date notarized: 6 April 2009

#### UP Visayas

#### International Memorandum of Understanding between the University of the Philippines Visayas and the College of Foreign Studies, Chosun University, Republic of Korea

Project: Academic and Educational Cooperation

Particulars:

- a. Activities envisioned under the memorandum include:
  - a.1. Exchange of documentation, faculty, researchers, administrative officials, and/or students;
  - a.2. Development of proposals seeking external support for collaboration in research, instruction, or service functions; and
  - a.3. Other activities within the scope and mission of both institutions.
- b. In order to carry out the activities, a detailed plan must be agreed upon by consultation between the two institutions by way of a separate Memorandum of Agreement. It is implicit that each and every activity undertaken under the agreement is approved by the appropriate officials at each institution and must fall within each institution's academic and fiscal constraints; and
- c. The host institution's policies govern the scope of activities of exchange participants while abroad. The sending institution will ensure adequate health, accident, and repatriation insurance coverage as a condition of participation.

Effectivity: Effective for a period of five (5) years from the date of signing and may be modified at any time after due consultation between the two institutions

Date signed: 12 February 2009

#### International Memorandum of Understanding between the University of the Philippines Visayas and the Jeonju University, South Korea

Project: Academic and Educational Cooperation

Particulars:

- a. Activities envisioned under the memorandum include:
  - a.1. Exchange of documentation, faculty, researchers, administrative officials and/or students;
  - a.2. Development of proposals seeking external support for collaboration in research, instruction, or service functions; and
  - a.3. Other activities within the scope and mission of both institutions.
- b. In order to carry out the activities, a detailed plan must be agreed upon by consultation between the two institutions by way of a separate Memorandum of Agreement. It is implicit

that each and every activity undertaken under the agreement is approved by the appropriate officials at each institution and must fall within each institution's academic and fiscal constraints; and

- c. The host institution policies govern the scope of activities of exchange participants while abroad. The sending institution will ensure adequate health, accident, and repatriation insurance coverage as a condition of participation.

Effectivity: Effective for a period of five (5) years from the date of signing and may be modified at any time after due consultation between the two institutions

Date signed: 15 January 2009

#### UP Mindanao

#### Memorandum of Agreement between the University of the Philippines Mindanao and the Philippine Eagle Foundation (PEF) (Cooperator)

Project: Conservation of *Nepenthes* otherwise known as Pitcher Plant

Particulars:

- a. UPMin *Nepenthes* Project will provide 100 acclimatized pitcher plants to PEF and will provide technical guidance in general care of plants;
- b. PEF will provide space in the Center in Malagos, provide solutions for the space and sale, and aid in information dissemination of pitcher plants;
- c. The Cooperator will provide a space in the Center in Malagos, Davao City to be approved by the UPMin *Nepenthes* Project leader. The Cooperator will also provide manpower and materials needed for the care and sale of the plants and shall be responsible for the strict compliance with government laws, rules and regulations relevant therewith;
- d. The Cooperator will also aid in the dissemination of information regarding *N. truncata* (pitcher plants);
- e. The Cooperator is expected to exert all efforts to maximize the survival rate of the plants; and
- f. Any payments for the sale of the subject plants shall be collected by PEF and the share of UPMin shall be remitted to the UPMin account every end of the month. Any tax or fees arising out of the sale of the subject plants shall not be borne by UPMin.

Effectivity: Effective for two (2) years from March 1, 2009 to March 1, 2011 unless earlier terminated or amended by either party.

Date signed: 27 February 2009

#### Deed of Donation and Acceptance between the University of the Philippines Diliman (Donee) and the Rohde & Schwarz (Philippines), Inc. (Donor)

Donation: FSP7 Spectrum Analyzer to the Department of Electrical and Electronics Engineering, College of Engineering

Value of Donation: Estimated at US\$45,000.00

Particulars:

- a. The Donor desires to donate the FSP7 Spectrum Analyzer to the Donee for the use, custody and maintenance of the Department of Electrical and Electronic Engineering, College of Engineering, U.P. Diliman in connection with its activities;
- b. The Donor warrants that the FSP7 Spectrum Analyzer is free from all liens, encumbrances and other charges;
- c. The Donee requests that the Donor calibrate the FSP7 Spectrum Analyzer before its delivery to the Donee which will pay the sum of US\$1,987.59 for the expenses of calibration;
- d. In consideration of the liberality of the Donor, and of the high esteem which the Donor holds for the Donee, the Donor hereby transfers and conveys, by way of donation unto the Donee the absolute ownership and possession of the FSP7 Spectrum Analyzer (9kHz t 7GHz) S/N 100246; and
- e. The Donee hereby accepts and acknowledges receipt of the donation and expresses its appreciation and gratitude for the kind generosity of the Donor, warranting that the FSP7 Spectrum Analyzer shall be properly maintained and utilized solely for the purpose intended.

Date notarized: 24 April 2009

#### CONTRACT OF LEASE

#### UP Open University

#### Contract of Lease between the University of the Philippines (Lessee) (through the UP Open University) and the Philippine Nurses Association (Lessor)

Leased Area: Commercial Unit located at 1663 F.T. Benitez Street, Malate, Manila

Rental Rate: Php 33,323.40/monthly

Effectivity: Effective for a period of three (3) years starting May 16, 2008 until May 16, 2011 unless sooner terminated.

Date notarized: 7 April 2009

#### UP Mindanao

#### Contract of Lease [Renewal] between the University of the Philippines Mindanao (Lessee) and Mr. Leo G. Victorio (Lessor)

Leased Area: 2nd and 3rd Floors of the Terraza Milesa Building located at Anda St., Davao City for the use of the School of Management, UP Mindanao

Rental Rate: Php 121,000/month VAT inclusive

Particulars:

- a. Pursuant to Section 3 of the Resolution of the Board of Regents of the University of the Philippines establishing UP Mindanao, Lessee may acquire and/or lease a suitable site and facilities in Davao City proper to accommodate academic programs

requiring easier accessibility to students such as graduate management programs, distance learning tutorials and short-term non-degree programs;

- b. The Graduate School, Library, U.P. Bookstore and the Open University of Lessee's autonomous campus in Mindanao are at present occupying privately-owned premises leased under a contract expiring on May 31, 2009;
- c. The Lessor is the absolute owner of a concrete, three (3) storey building constructed on a parcel of land, located in corner Anda and Rizal Streets in Davao City and covered by TCT No. T-163821 of the Register of Deeds of the City of Davao; and
- d. The Lessee desires to lease the entire 2nd and 3rd floors of the building for the purpose of providing a suitable site such as the units and offices mentioned earlier.

Effectivity: Effective 1 June 2009 up to 31 May 2011

Date signed: 14 April 2009

**On the Contract of Lease between the University of the Philippines and Atty. Romeo C. Cruz**

The Board deferred its action on this contract at its 1241st meeting held on 27 February 2009 and 1242nd meeting held on 26 March 2009. This was in view of the position presented by Regent Sarmiento. Portion of this position reads as follows:

"While the University of the Philippines System may, under its Charter, lease its assets, the lease must at least have some reasonable connection to the policy of its Charter ..."

The Board requested that this matter be studied further by the Vice President for Legal Affairs.

Hereunder is the report of the Vice President for Legal Affairs:

"With reference to the Contract of Lease between the University and Atty. Romeo Cruz, subject of the Comment and Negative Vote submitted by the Honorable Regent Abraham F. Sarmiento, we have the honor of submitting our legal opinion on the matters raised by Regent Sarmiento, as instructed by the Board.

The issue revolves around the authority of the Board of Regents to approve a lease between the University and a lawyer, Atty. Cruz, over office space at the Fonacier Hall or the Alumni Center. A corollary issue is the wisdom or propriety of leasing the said office space to a lawyer whose services bear no reasonable connection to the University and its functions.

In Administrative Order No. PERR-07-72 (September 7, 2007), the President of the University directed the Office of Alumni Relations (668th Meeting of the Board of Regents, September 14, 1961) to continue managing the Alumni Center or Fonacier Hall; part of this authority is to enter into leases for space in the Alumni Center for a minimum term of three years and one day. To that end, a standard Lease Contract was drawn up by the Vice President for Legal Affairs, which form was used in the proposed lease between Atty. Cruz and the University.

With due respect to the Opinion of Regent Sarmiento, we respectfully submit that the University may lawfully enter into this lease with Atty. Cruz and that the Board of Regents has the authority to approve the same.

The proposed lease is for a period of one (1) year only and for rental of Six Thousand Pesos (P6,000.00) a month. These two terms would take the proposed lease out of the coverage of section 23 of the UP Charter, to wit:

Sec. 23. Safeguards on Assets Disposition. —  
xxx .....

Notwithstanding the provision of this Act or any other law to the contrary notwithstanding, the lease of more than five (5) years of the assets of the national university and any transaction referred to in section 22 shall be subject to the following conditions and procedures:

- a) The transactions shall be discussed with the members of the Board, in any of its formally convened regular or special meeting (sic), at least one month before a decision is to be made;
- b) The transactions shall be based on a multi-year comprehensive development plan, crafted and developed by qualified urban planning professionals having at least five (5) years experience, with prior consultations with and concurrence of third-party experts and duly approved by a majority vote of all the members of the Board;
- c) The transactions shall be subject to competitive and public bidding as provided under Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act";
- d) In the case of two (2) failed biddings and negotiated transactions, if undertaken, the Board, when considering the approval of any such transaction, shall secure a fairness opinion report from an independent third-party body. This body shall have five (5) members, three (3) of which shall be nominated by the Bankers Association of the Philippines (BAP), Investment Houses Association of the Philippines (IHAP), Trust Officers Association of the Philippines, or the Financial Executive Institute of the Philippines (FINEX). The members shall be entitled to a reasonable per diem as the Board may specify.

The fairness opinion report shall contain a statement expressing the opinion of the body as to the fairness to the national university of the terms of the proposed transaction, particularly its financial terms. The report shall include, but not limited to, a review and analysis of the proposed transaction, financial statements, industry information, economic conditions assumptions using management projections and the assumptions used therein and a comparison of similar transactions: Provided, That if the Board differs with the fairness opinion report they shall justify their decision in writing and make this available to the community of the national university.

This provision shall not apply to leases granted to faculty and staff as part of their benefit and those for academic purposes; and

- e) If the contract or transaction involves an amount more than Fifty Million Pesos (P50,000,000.00), it shall be approved by three-fourths (3/4) of all the members of the Board: Provided, That the splitting of contracts, which is by breaking up a contract into smaller quantities or amounts or dividing contract implementation into artificial or arbitrary phases or subcontracts for the purpose of circumventing this provision, shall not be allowed.

Since it is a lease of less than five years, it need not be subject to the safeguards set forth in Section 23 and since the lease is for an amount less than Fifty Million Pesos (P50,000,000.00), it does not require a ¾ vote of the Board.

Section 22 of the Charter also does not prohibit the proposed lease because section 22(c) specifically authorizes the Board to "plan, design,



approve and/or cause the implementation of land leases" subject to the proviso that these shall be compliant with environment rules and be exclusive of the academic core zone and that these shall not conflict with the academic mission of the national university.

Per information from the UP Law Center, Atty. Romeo Cruz worked for the UP Law Center for a long time and, after retirement, continues to serve the University by providing accessible notarial services for University officials as well as students. His presence on campus allows the students to more easily comply with the STFAP requirements because STFAP forms need to be notarized.

The services that Atty. Cruz render are not contrary to the academic mission of the national university as in fact they may be considered support services to the academic mission of the university. Also, the leased premises do not fall within the academic core zone of the University and, are thus within the permissible leases recognized by the Charter.

For these reasons, and with all due respect to the Honorable Regent Sarmiento's legal position on this matter, we respectfully submit that there is no obstacle to the Board approving the one-year lease entered into between the University and Atty. Romeo Cruz over office space at Fonacier Hall or the Alumni Center.

#### OTHER MATTERS

##### **Request of the Department of Mechanical Engineering, College of Engineering, UP Diliman for Authority to Purchase a Diesel-Fed Vehicle for its Vehicle Research and Testing Laboratory (VRTL)**

The Department of Mechanical Engineering is requesting authority to purchase a diesel-fed vehicle for its Vehicle Research and Testing Laboratory (VRTL). Funds for the purchase will come from the Department of Science and Technology counterpart of the VRTL Project. This Vehicle will serve as the Laboratory's Test Vehicle for committed (March to May this year) performance and emissions tests of biofuels, alternative fuels, fuel-saving and emissions-reduction products, graduate and under-graduate research work.

*The needed vehicle is a passenger van with the following specifications:*

Brand/Model:	Hyundai/Grand Starex 2.5L CRDi VGT GLS MT (12 seater)
Displacement:	2,497 cc
Maximum Output:	125kw @ 2800 rpm

This vehicle model matches the chassis dynamometer's capacity and provides adequate room and power for VRTL's mobile emissions analyzer.

Pursuant to the provisions of section 86 of PD 1445, LOI 968 and section 46, PD 1177, the U.P. Diliman Accounting Office certifies that funds have been duly appropriated and allotted under Trust Account 9688988-499-416 in the total amount of P1,592,160.00.

Board action: APPROVAL.

##### **Request for Extension of Period to Pay Contractual Obligations Beyond Centennial Year (December 2008)**

The Chancellor of UP Diliman requests extension of the period for renegeing fellows to pay their contractual obligations, less interests, penalties and equity charge for a reasonable period of six (6) months to one (1) year beyond the Centennial Year (December 2008).

#### Reasons

1. Significant increase in collections for the year 2008 of P5,773,480.58, or more than double the 2007 collection of P2,267,353.18.
2. Several renegeing fellows (Ms. Pamela Costes-Onishi, Dr. Thelma L. Flores) have signified their intention orally and in writing to settle their obligations of P1,006,655.15, beyond Centennial Year.
3. Colleges/units' best efforts at locating renegeing faculty may increase likelihood of collection.
4. Increased collections by the University at current value is preferable than future collections.
5. An extended amnesty period will considerably encourage payment and readily augment limited financial resources for faculty development.

The Board will recall that in its 1228th and 1230th Meetings on 19 December 2007 and 29 February 2008 respectively, it granted an amnesty on all interests and penalties on receivables from renegeing fellows, subject to the payment of the principal obligation on or before the end of December 2008.

Moreover, in its 1239th and 1240th Meetings on 17 December 2008 and 28 January 2009, the Board approved the request for waiver of equity charge of five (5) fellows and, subsequently, a general waiver of equity charge on contractual obligations, respectively.

The President of the University endorsed this request.

Board action: APPROVAL.

##### **Request for Approval of the Logo for Official Use of the National Telehealth Center, UP Manila**

The National Telehealth Center (NTC) finds expertise in the use of information and communications technologies (ICT) to provide quality health care directed primarily to the underserved. It was established by UP Manila in 1998.

The request from the NTC is for the approval of its current logo, which it uses for its marketing campaign. It wants to make the said logo official and duly recognized by the University.

As the NTC is an institution of the University, the Office of the Vice President for Legal Affairs does not find anything objectionable with the logo and hence, recommends the approval and/or granting of the said request.

It is proposed that the U.P. System, as well as the respective constituent universities and/or institutions therein commence the filing of trade/service marks being used for the protection of the University's integrity and goodwill.

Board action: APPROVAL.

##### **Request for Approval of University Library Logo for UP Manila**

The Office of the Vice President for Legal Affairs finds the University Library Logo and its representations consistent with the University's desired image as the premier and the national university and is not prejudicial to the interest and reputation of UP.

Accordingly, the President endorses the use of said logo/trademark for the Board of Regent's approval. For the protection of the University's intellectual properties, it is further recommended that the University Library logo/trademark be registered with the Intellectual Property Office-Philippines.

Board action: APPROVAL.



**Proposed Construction of a 4-Storey Quezon City Police District (QCPD) Medium Rise PNCO Condominium at Kamp Karingal in Sikatuna Village, Quezon City**

The Quezon City Police District (QCPD) of the Philippine National Police is seeking approval from the University to construct a 4-storey QCPD Medium Rise PNCO Condominium at Kamp Karingal in Sikatuna Village, Quezon City. The action is within the terms of the Memorandum of Agreement entered into by and between the University of the Philippines and the Armed Forces of the Philippines (Philippine Constabulary), which was approved by the Board of Regents at its 853rd Meeting held on 28 November 1974.

The Memorandum of Agreement states that the approval being sought from the University covers only the approval of "architectural features, landscape plans, sanitary safety and security measures of the proposed building or buildings". In this regard, the Office of the Campus Architect (OCA) in a letter dated 19 March 2009, confirms that they have "... evaluated [the Architectural, Landscape, Sanitary, Fire Protection System and Fire Escape Plans submitted] and find them to be in order in terms of completeness". The OCA has evaluated the plans of the project and has found everything in order.

Board action: APPROVAL.

**Deed of Donation and Acknowledgment of Acceptance between the University of the Philippines (Donee) and the City of Cebu (Donor)**

Donation: 52,372 sq.m. parcel of land covered by Transfer

Certificate of Title No. PT-15974 described as follows:

"A parcel of land (Lot 1-G-PART, Psd-\_\_\_\_, being a portion of Lot 1-G, SP 07-000055) situated in the City of Cebu, Bounded on the NW., by lot 1-G-PART (Proposed Road 15.00 m. Wide); on the NE., by Lot 1 Lot 1-G-PART (Proposed Road 15.00 m. Wide); on the SW., by Lot 1-G-PART [DPWH]. Beginning at a point marked "I" on the plan, being S 52 deg. 33'E., 1227.12 m. from BM #55, Cebu Cadastre:

thence:

N 40 deg. 29' E.,	322.66 m. to point 2;
N 49 deg. 29' E.,	6.25 m. to point 3;
N 67 deg. 25' E.,	6.25 m. to point 4;
N 85 deg. 31' E.,	6.25 m. to point 5;
S 22 deg. 38' E.,	6.26 m. to point 10;
S 04 deg. 35' E.,	6.26 m. to point 11;
S 13 deg. 25' W.,	6.25 m. to point 12;
S 31 deg. 24' W.,	6.26 m. to point 13;
S 40 deg. 24' W.,	324.02 m. to point 14;
N 40 deg. 04'W.,	150.44 m. to point of the

Beginning; containing on area of FIFTY ONE THOUSAND THREE HUNDRED SEVENTY-TWO (51,372) square meters, more or less."

Particulars:

- The Donee shall construct the relevant facilities to enable the University of the Philippines Visayas Cebu Campus (UPVCC) to offer a Master's Degree in Business Administration (MBA) evening program and continuing education in the English language;
- The Donee considers the undertaking as its flagship Centennial Project designed to offer relevant programs in the fields of the

computational science (computer, software, informatics) product design and packaging, communications design, management, sciences, mathematics and the arts and humanities for the Visayan and ASEAN regions;

- The Donee agrees to accomplish the undertakings within a period of three (3) years from the date of execution of the instrument;
- The Donee expressly agrees that it shall not convey in whole or in part the property subject of the Deed to any and all third parties;
- The Donor affirms that this donation is not made with intent to defraud its creditors, and that it has sufficient funds and properties reserved for its obligations;
- That, should the terms and conditions of this donation remain uncomplied with after the expiry of the three (3) year-period, or when the property is used for purposes or intentions other than that for which this donation was made or when the Donee or its successors in interest cease to use the property in accordance with the purposes and intentions for which the donation was made, it is agreed that this Deed of Donation shall be rendered ineffective and automatically rescinded without any need of judicial order or intervention; and
- That, the Donee accepts and receives the donation made in its favor, binds itself to the afore-enumerated purposes/ conditions, and manifests its gratefulness for the latter's generosity and liberality.

Date signed: 24 March 2009

Board action: APPROVAL.

**Amendment on the Collective Negotiation Agreement (CNA) between the University and the All UP Academic Employees Union (AUPAEU)**

With reference to the recently-concluded and ratified Collective Negotiation Agreement (CNA) between the University and the All-UP Academic Employees Union (AUPAEU), the corrected page 15 of the CNA which contains the amended Article XXII which deletes the "SIGNING BONUS" and amends it to "CNA INCENTIVE" is respectfully submitted to the Board for confirmation to be consistent with jurisprudence on this matter. Other than retitling and deletion of "Signing Bonus" and replacement with "CNA Incentive", nothing else has been changed. The amended page 15 contains all the signatures of the original signatories.

Board action: APPROVAL.

**Update on the UPM-PGH Faculty Medical Arts Building (FMAB) Project and Recommendations for Further Amendments to its Terms of Reference (TOR)**

Further to the Terms of Reference (TOR) for the project, "Lease with Conversion Rehabilitation, Development and Operation of the PGH Dispensary Building (DB) as the UPM-PGH Faculty Medical Arts Building (FMAB)" which was approved by the Board of Regents during its 1214th Meeting on 26 October 2006 and the subsequent issuance of the Notice of Award with the Mercado General Hospital, Inc. doing business under the trade name Daniel Mercado Medical Center (DMMC), this is to update the Board on the developments of the Project, as follows:

- UPM Chancellor Ramon L. Arcadio has constituted the FMAB Management Team (FMT) of UPM-PGH and has appointed its

members and Chairperson. The FMT, in coordination with PGH, is now in the process of crafting and preparing the recommendations for the internal operating guidelines and the implementing rules and regulations (IRR) in the medical/clinical operations and quality health care management of and the geographic private practice of profession at FMAB. It is also negotiating with DMMC for the re-allocation of clinic spaces based on the actual survey data on the floor area of the FMAB as well as the sub-lease uptake of faculty members who had signified their interest in holding their clinics at FMAB.

2. UPM Chancellor Ramon L. Arcadio sought the immediate initiation, formation and organization of a private non-stock, non-profit corporation (initially dubbed as the "FMAB Health Professionals Association") that would represent the members of the Faculty who will avail of the geographic private practice privileges at FMAB. As a private corporation, the FMAB Health Professionals Association is envisioned to be the sub-lessee of all clinical spaces at FMAB and thus, with authority to regulate and police its members in the collection and payment of rent due to DMMC and other concerns relative to the non-medical/administrative operations of FMAB. Chancellor Arcadio has also directed the UPM-Legal Office to provide legal assistance to the corporation to fast-track its registration with the Securities and Exchange Commission (SEC).
3. Subsequent to the issuance of the Notice to Award dated February 5, 2009 (copy received by DMMC on February 11, 2009), a joint technical survey was conducted thereafter by the PGH-Office of Engineering and Technical Services (OETS) and DMMC representatives. From this survey, it was established that the actual total floor area of DB was 5,699.27 sq.m. viz the initial 2006 estimate based on "as built" plans of DB that yielded a floor area of 4,470.10 sq. m. and thus, the resulting variance of 1,299.17 sq.m. Moreover, it was established that the total floor area occupied by the PGH Main Pharmacy is 757.34 sq.m. viz the initial estimate of 568.67 sq.m. or a variance of 188.67 sq.m. The total leaseable floor area of the DB, therefore, was established to be 4,941.93 sq.m. viz the initial estimate of only 3,901.52 sq.m. or a variance of 1,040.41 sq.m.
4. The copy of the proposed Contract of Lease between the University and DMMC is now undergoing review by DMMC. Parties expect the Contract to be finalized before the end of May 2009.
5. UPM granted the request of DMMC for the extension of time to sign, deliver, and execute the final copy of the Contract of Lease on June 18, 2009 which incidentally coincides with the foundation date of the University. In its letters dated April 20, 2009 and May 8, 2009, DMMC cited the time constraints in seeking the required approvals from the University Architect and the National Historical Institute for the project's detailed architectural plans and specifications. Moreover, DMMC is awaiting the IRR for FMAB that is yet to be finalized by the FMAB Management Team.

To accurately reflect the results of the actual technical survey on the leaseable floor area of the PGH Dispensary Building, subject of the FMAB Project which neither substantially changed the financial assumptions nor adversely affected the financial projections and viability of the Project, this is also to favorably recommend and endorse the amendment to Article III of the Terms of Reference of the FMAB Project (approved during the 1214th Meeting of the Board of Regents on October 26, 2006) relative to the verified and more accurate floor area of the PGH Dispensary Building (DB) subject to the FMAB Project, to wit:

Proposed Amendment to Art. 3, TOR	From	To
Aggregate Floor Area of the DB	4,470.10 sq. m.	5,699.27 sq. m
Floor Area of the Portion occupied by the PGH Main Pharmacy	568.67 sq. m.	757.34 sq. m
Net leaseable Floor Area of DB	3,901.52 sq. m.	4,941.93 sq. m.

**Board action: The Board took note of the update and approved the proposed amendments to Article 3 of the Term of Reference.**

**Amended Request of President Emerlinda R. Roman for Travel Authority to the USA from June 26 to July 8, 2009 to attend the APRU meeting and the UPMASA Convention**

The Board, at its 1241st meeting held on 27 February 2009, approved the request of President Emerlinda R. Roman for authority to travel on official time to Pasadena, California, USA from 26 June to 2 July 2009, to attend the Association of Pacific Rim Universities (APRU) 13th Annual Presidents' Meeting.

The President requests extension of her travel until 8 July 2009 in order for her to accept the invitation of the UP Medical Alumni Society in America (UPMASA) to speak at their annual general convention in Nashville, Tennessee on July 1-6.

The UPMASA, as well as its individual members, are among the University's major supporters abroad. The President would like to take this opportunity to officially report on the Centennial celebration and the status of the fund campaign. The President will request the UP Foundation, Inc. to finance the additional leg of her trip. From the University, the President requests her salary for the additional period.

**Board action: APPROVAL.**

**Request of President Emerlinda R. Roman for Authority to Travel to the U.S.A. from August 28 to September 9, 2009, to Speak at the UPAAA General Assembly and Induct Officers of UPAA Los Angeles**

The President requests permission to travel to the U.S.A. on official time from August 28 to September 9, 2009, inclusive of travel time, to address the 2009 University of the Philippines Alumni Association in America (UPAAA) General Assembly and Convention which will be held at the JW Marriott Hotel in Washington, D.C. from September 4 to 6. Enroute to Washington, D.C., President Roman will meet with the UPAA Los Angeles to induct their new set of officers on August 29. The President will also take every opportunity to meet with past and potential donors and other UP alumni while in these two areas.

The UPAAA is the umbrella organization of UP alumni groups in the United States. Whenever feasible, the UP President endeavors to attend its annual assembly as it is a good opportunity to update the alumni about what is going on in the University and thus earn their support.

The UPAAA will pay for the President's airfare and hotel accommodation.

*From UP, the President requests the following:*

1. the usual pre-travel allowance;
2. actual cost of un-sponsored meals; and
3. portion of the daily subsistence allowance (DSA) intended for incidentals.

These shall be taken from the UP International Linkages Fund.

The President also requests her salary for the period, permission to use the official passport and exemption from payment of travel tax.

Board action: APPROVAL.

**Letter request of Vice-Chancellor for Community Affairs Cynthia Grace C. Gregorio Dated 29 April 2009 to Cut One of the Trees Near the University Computer Center's Parking Lot**

A portion of the trunk near the base of the tree has significant damage due to termites. It poses a serious danger to passersby and parked vehicles within said area.

Board action: APPROVAL.

**Collection of the USC Semestral Fee at UPLB**

Student Regent Abdulwahid informed the Board that as reported to her by Student Regent-elect Bañez, the UPLB Administration would no longer be responsible for the collection of the USC semestral fee and the student fee for the UPLB Perspective. Ms. Bañez wrote to Vice President Te seeking legal opinion on the matter.

Update: The reason for the aforementioned decision is provided in the letter of the Director of Student Affairs Vivian Gonzales to Ms. Charisse Bernadine Bañez, USC Chair and Mr. Christian Ray C. Buendia, Editor-in-Chief of the UPLB *Perspective*, i.e., to fully enforce the autonomy of the USC and the UPLB *Perspective*.

In his letter dated 2 June 2009, Dr. Emmanuel Abraham, Assistant to the Chancellor, informed both the UPLB Student Council and the UPLB *Perspective* that the Office of the Chancellor supports and respects the decision of the Office of Student Affairs to discontinue the practice of UPLB administration directly collecting for and in behalf of the USC and the UPLB *Perspective* the semestral student fee during the registration. There is, however, a decision to come up with an interim agreement between UPLB OSA and the USC, and between the UPLB OSA and the *Perspective*.

**RIPADA Issue**

Staff Regent Cabrera requested an update on the RIPADA issue. The President said there is no news yet on this matter.

**The Librero Proposal On the REPS Career Path**

Staff Regent Cabrera inquired on the status of the aforementioned proposal.

The President responded that the Committee headed by Vice President Guevara to study the proposal has already its report. Consultations are ongoing before the final report is submitted. Once finalized, a copy shall be given to Faculty Regent Taguiwalo for her comments and recommendations.

**Proposal of the Philippine Oncological Center Corporation**

The proposal is to put up state-of-the-art radiation therapy equipment at the Philippine General Hospital at no cost to the hospital.

Regent Sarmiento inquired why this proposal is not included in the agenda of the Board.

The President said that she has instructed UP Manila Chancellor Ramon L. Arcadio to create a committee that would study the

proposal and work on the possible terms of reference. Hence, the proposal is not ready for Board discussion yet.

**ACADEMIC MATTERS**

*The Board NOTED the following:*

**UP Open University Academic Calendar for AY 2009-2010**

The Academic Calendar was approved by the President by virtue of the authority delegated to her by the Board of Regents.

**Mandaue City Sangguniang Panlungsod Resolution Number 11-303-09 entitled "Expressing the Collective Sentiment of the Sangguniang Panlungsod of Mandaue in Joining Several Sectors of the Cebuano Community in Opposing the Planned Closure and/or Downsizing of the University of the Philippines Cebu High School and in Supporting the Proposed BBE-MBE Program of the Professional Education Division"**

**Joint Resolution No. 24 of the House of Representatives Fourteenth Congress (Second Regular Session) introduced by Honorable Prospero C. Nograles, Urging the President of the Philippines to Modify the Compensation and Position Classification System in the Government and to Implement the Same Initially Effective July 1, 2009, and [Authorizing the Amendment of All Existing Laws and Issuances Contrary to The Provisions of this Resolution] for Other Purposes**

**Deed of Donation and Acceptance between the University of the Philippines Diliman Extension Program in Pampanga (Donee) and the Sentinel Plastics Manufacturing Corporation (Donor)**

*The Board NOTED the following:*

Donations:

- (1) 60 pcs. Aries Chair SC White; IPO #08-00639
- (2) 10 pcs. Oval Table 52" ASSY-White; IPO #08-00639
- (3) 100 pcs. Intellect Chair H3 L Mega Black; IPO# 08-00514

Value of Donation: Estimated at PhP170,000.00

Particulars:

- a. For and in consideration of the trust, fidelity, help and concern of the Donee upon the Donor's constituents, the Donor hereby gives, transfers and conveys by way of Donation, unto the Donee the above prescribed absolutely and unconditionally free from any encumbrance whatsoever;
- b. The Donee accepts and receives the Donation, and expresses gratitude for the generosity and concern of the Donor; and
- c. The Donor warrants that this donation is for the purposes intended and not in fraud of any other person/entity or creditors. The Donor further warrants that it has sufficient properties left necessary to sustain its operations.

Date notarized: 6 May 2009

**CONTRACTS/AGREEMENTS****UP Diliman****General Construction Agreement between the University of the Philippines Diliman and Reygem Builders (Contractor)**

Project: Proposed Security Fence, Hardin ng Rosas

Amount of Contract: P735,028.14

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 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 any defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.
- g. 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: Sixty (60) Calendar Days as specified in the Notice to Proceed issued by the University

Date notarized: 24 April 2009

**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 UP Diliman Campus (3rd Extension)

Implementing Unit: Office of the Vice-Chancellor for Community Affairs, UP Diliman

Amount of the Contract: P8,074,682.24

Mode of Procurement: The bidding for security services for the South Sector is still under processing.

Particulars:

- a. The Agency shall adopt in full all the terms and conditions contained in the Contract for Security Services entered between the University of the Philippines Diliman and 168 Security and Allied Services, Inc., notarized on October 2, 2008; and
- b. The University shall pay the Agency based on actual deployment of guards or actual security service rendered.

Statement from the Chancellor: The bidding for security services for the South Sector is still under processing.

Effectivity: 7:00 A.M. of February 1, 2009 to 7:00 AM of April 15, 2009

Date notarized: 18 March 2009

**UP Manila****General Construction Agreement between the University of the Philippines Manila and the ASM Francisco Construction and Development Corporation (ASMF CDC)**

Project: Exterior Repainting Works at Sotejo Hall, New College of Dentistry Building and NIH Building

Implementing Unit: Office of the Vice-Chancellor for Administration, UP Manila

Amount of Contract: PhP 1,528,554.98

Mode of Procurement: Public Bidding

Completion Date: 120 calendar days reckoned from the date of receipt of the Notice to Proceed



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 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 Contract Documents; and
- e. The detailed tasks involved for each individual item of work set forth are enumerated in the Scope of Work and Technical Specifications.

Date notarized: 13 March 2009

**General Construction Agreement between the University of the Philippines Manila and the Ferrer Construction and Engineering Services (FCES)**

Project: Exterior Repainting Works at Paz Mendoza Building and Medical Library, College of Medicine

Implementing Unit: Office of the Vice-Chancellor for Administration, UP Manila

Amount of Contract: PhP 751,116.17

Mode of Procurement: Public Bidding

Completion Date: 120 calendar days reckoned from the date of receipt of the Notice to Proceed

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 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 Contract Documents; and
- e. The detailed tasks involved for each individual item of work set forth are enumerated in the Scope of Work and Technical Specifications.

Date notarized: 16 March 2009

**Three (3) Supplemental Contracts of Lease between the University of the Philippines Manila and the LSO Food Service (Lessee)**

Leased Area: PGH Food Court

Implementing Unit: Office of the Vice-Chancellor for Administration

Particulars:

The parties agree to enter into the Extension Contract covering the months of January, February, and March 2009 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, reference to which is made and the same to form an integral part of the Contract. Further, the parties agree that the Lessor shall have the right to retain the deposit, advance rental and Performance Bond issued in favor of the Lessor for three months (3) starting on the date of termination of the Contract of Lease (Granting additional period to the Lessee).

Period Covered:

- (1) January 1-31, 2009
- (2) February 1-28, 2009
- (3) March 1-31, 2009

Date notarized: 18 March 2009

**Two (2) Supplemental Contracts for Janitorial 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 janitorial services (Extension Only)

Amount of the Contract: PhP 7,585.63/janitor/ 8hrs. duty for five (5) days a week

Justification (for extension): The bidding for the next contract has been declared a failure by the SHS BAC and a rebidding has been recommended. The award of the contract could not be resolved before the expiration of the contract, thus the SHS Bids and Awards Committee recommended the extension of the contract on a monthly basis.

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: 1-31 January 2009 and 1-28 February 2009 under the same terms and conditions as provided for in the 1 January 2008 to 31 December 2008 Contract for Janitorial Services

Date signed: 2 October 2008



**Memorandum of Agreement between the University of the Philippines Manila and the K.L.I.C. Petron Servicenter (KLICPS)**

Project: Supply of Fuel (diesel, gasoline, petroleum oil and other related products including minor repairs and maintenance)

Amount of the Contract: The supplier was the only one among the three (3) gas station dealers which did not require a cash deposit. The supplier shall submit on a weekly basis a statement of account.

Mode of Procurement: Alternative Mode (Canvass)

Particulars:

- a. The Supplier shall provide purchase order forms to the buyer to be signed by the authorized representative to be presented in every transaction to the supplier;
- b. The Supplier shall issue diesel, gasoline, petroleum oil and other related products upon request, as contained in duly approved PO signed by Ms. Norina Esmillarin (authorized approving representative);
- c. The Supplier shall perform automotive maintenance check-ups and minor repairs for all vehicles upon presentation of approved PO for every work to be done;
- d. The Buyer shall furnish the supplier with:
  - Specimen signature of authorized approving representative for the PO;
  - List of service and utility vehicles and corresponding plate numbers, and
  - Names and signatures of authorized drivers so that supplier may be able to ascertain the authenticity of the documents presented to him.
- e. The Supplier shall submit on a weekly basis a statement of account;
- f. The Buyer shall ascertain the veracity of the PO and charge slip and pay within seven (7) days from receipt thereof, and shall attach BIR Form W2307 to the payment;
- g. The Supplier reserves the right to stop the issuance of petroleum products and/or the performance of maintenance or repair work on the vehicles without prior notice, or require the buyer to purchase on cash basis only in the event that the payment is not made within 7 days;
- h. Disputes, controversies on claims arising out of, or relating to the Contract, or about its breach, termination or invalidity shall be settled through negotiations and/or mediation within sixty days from the receipt of notice by the other party injured;
- i. Conflicts which cannot be decided by negotiations and/or mediation shall be decided by arbitration in accordance with the rules or arbitration contained in the UNCITRAL Model Law as adopted in Republic Act No. 9285 or the ADR Law of 2004;
- j. There shall be three (3) arbitrators, with each party appointing one each, and those appointed selecting the third arbitrator who shall be the chair of the arbitral panel;
- k. The place of arbitration shall be in U.P. Diliman, Quezon City without prejudice to holding hearings in another place for the convenience of the witnesses that may be presented by the parties; and
- l. The exclusive venue of all court actions or request for interim measures, should these become necessary, shall be Quezon City, Philippines.

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: 16 March 2009 and shall remain valid and effective for a period of one (1) year, unless sooner terminated to by the parties for valid cause

Date notarized: 8 April 2009

**UP Baguio**

**General Construction Agreement between the University of the Philippines Baguio and the R.U. Aquino Construction and Development Corporation**

Project: Proposed Construction of UP Baguio Library Extension

Implementing Unit: Office of the Vice-Chancellor for Administration, UP Baguio

Amount of Contract: PhP 7,227,899.13

Mode of Procurement: Public Bidding.

Completion Date: 180 calendar days reckoned from the date of receipt of the Notice to Proceed

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 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 Contract Documents; and
- e. The detailed tasks involved for each individual item of work set forth are enumerated in the Scope of Work and Technical Specifications.

Statement from the Chancellor: The provision of RA 9184 in the procurement of the infrastructure project was followed.

Date notarized: 20 January 2009

### UP Open University

#### Contract of Lease between the University of the Philippines Open University (UPOU) and the UP Visayas Tacloban College

**Leased Area:** Office Space and Facilities located at the Magsaysay Building of the UPV Tacloban College for exclusive use as a testing center

**Rental Rate:** Fixed Daily Rate of Php 930.00 for actual use thereafter

**Particulars:**

- a. UPOU shall lease an area of approximately 95 sq.m. of office space located at the Magsaysay Building of the UPV Tacloban College, for exclusive use as a testing center, for consideration at a fixed daily rate of P930.00 for actual use thereafter;
- b. It is understood that the aforesaid consideration includes the cost of electricity, water and janitorial services; and
- c. UPOU shall pay the rental fee within seven (7) working days after receipt of the billing from UPV Tacloban College. Rental payments shall be issued the corresponding official receipt.

**Effectivity:** Effective for a period of three (3) years starting 1 January 2009 and may be renewed by the parties every year thereafter

**Date notarized:** 6 March 2009

#### 1244TH (SPECIAL) MEETING, 3 JUNE 2009

*(To discuss the case of the six (6) School of Economics students involved in SDT Case No. 08-001.)*

#### Action of the UP Diliman University Council (UC) at its 108th Meeting held on 20 April 2009 on the Case of the Six (6) School of Economics Students, ALEXIS CIMAGALA, ANEZKA DANETT CORTINA, WILMER RYAN CU, JUDIE ANNE CO, MARIA LOURDES CARISSA MANGUBAT, AND BERNADETTE LOPEZ

In line with the decision of the Student Disciplinary Tribunal (SDT) on Case No. 08-001, which is to suspend the six students for forty-five (45) days for violation of Section 2, paragraph (m) of the Rules and Regulation on Student Conduct and Discipline, the UC has decided how the students whose graduation was approved last year, 23 April 2008, could serve the penalty of suspension.

The UC, by a vote of 126 for, 73 against, and 13 abstaining, approved the motion of Dean Emmanuel P. de Dios of the School of Economics, to wit: withdraw the degrees of the students to allow them to re-enroll and serve the 45-day suspension.

In clarifying his motion, Dean de Dios explained that the School of Economics has committed to recommend the said students for graduation after serving the said penalty of suspension.

There were actually two motions considered by the UC. The first was for the UC to consider that the penalty has been served. By a vote of 48 for, 177 against, and 10 abstentions, the UC voted against this motion. The second motion was the motion of Dean de Dios on the withdrawal of the degrees.

Related to the aforementioned case of the six (6) School of Economics students, Chair Angeles read the following:

"1. Under the existing Rules approved by the BOR, which body has jurisdiction over the case: Student Disciplinary Tribunal (SDT) or College Investigating Committee (CIC)?

The College of Business Administration College Investigating Committee, not the SDT, has jurisdiction over the case based on UP's Rules on Discipline and on the correct Diliman Legal Office opinion of Atty. Malu R. Raval. The students were enrolled in the joint UP College of Economics and College of Business Administration Program. The incident occurred in the College of Business Administration, and that was where an investigating committee was initially constituted for the purpose.

2. Corollarily, if it is the CIC, which College has jurisdiction: UP School of Economics or College of Business Administration?

The College of Business Administration exercises jurisdiction over the case because that is where the incident of cheating allegedly occurred. However, the School of Economics chose to remove it from the CBA jurisdiction and allowed the SDT to proceed handling the case. Now, the Economics Dean refuses to honor the SDT Decision and issue the students' transcript of grades. Neither did the Chancellor consider the Resolution of the SDT explaining that the penalty of 45 days suspension had been deemed served in accordance with the UP Rules of Discipline.

3. Can the Diliman University Council validly change well-established rules on discipline in the University, particularly the RRSCD, by endorsing the graduation subject to a condition, without first seeking and securing the approval of the Board of Regents before such "conditional graduation policy" could be implemented?

NO, under the old and new UP Charter. While the UC has the power to recommend the rules on discipline, they have to be approved by the BOR first before they can be applied by the University Council.

4. What is the effect of the University Council resolution recommending the graduation of the 11 with honors and its approval by the Board of Regents without a valid Formal Charge issued by the proper University body under the Rules, i.e., the CIC of the College of Business Administration?

Since there was no valid Formal Charge issued by the College of Business Administration CIC that could have been recommended by the UC, then the graduation of the 11 Business Economics students approved by the BOR, was unconditional. The UC cannot amend the rules on discipline on its own without first securing BOR approval. Rules on discipline partake of an administrative, not a purely academic matter. Otherwise, the graduation process in the University will be a farce.

5. Can the SDT continue to hear a disciplinary case against these Business Economics students whose graduation had been approved by the BOR upon the recommendation of the Diliman UC under the foregoing conditions?

NO. Since the CBA CIC, not the SDT, has jurisdiction over the case, then whatever action or proceeding is being undertaken by the SDT is void *ab initio*.

6. Should the implementation of the 45-day suspension still be imposed at all, or be deemed served since the decision had become final and executory after promulgation of the Decision in the presence of the students and their counsels in December 2008?

If we follow the above arguments, there is really no basis even for the penalty as jurisdiction was wrongly laid, and the conditional

graduation recommended by the University Council did not have any prior BOR approval. Even the faculty concerned issued a retake examination, concluded and even testified that there was no irregularity.

Should the students choose to go to the regular courts for a preliminary mandatory injunction vs. UP officials, there may be sufficient ground under UP's very Rules on Student Discipline for the court to rule in the students' favor.

Further, possible cases in the Office of the Ombudsman and later the Sandiganbayan could be filed against concerned UP officials in a battle where UP could suffer in the end, together with all concerned parties, for causing undue injury to the respondents.

The media have just been waiting in the sidelines to bring these anomalies out in the open. How could anyone believe that the respondents who were allowed to graduate with honors could have cheated, when they even passed the retake examination and graduated with honors? While the University should firmly implement its Rules on Discipline, being the premier and even National State University, this should not be at the expense of the students' rights and in violation of the very Rules approved by the BOR.

Finally, the Budget Hearings are on hand and the possible consequences to UP's Budget may be affected by this case if not contained and corrected by the UP Board of Regents as the highest governing body in the University. There is urgent and visible need for the BOR to correct any anomaly or irregularity or violation of UP's Rules and Regulations by any body, unit or group in the University. This authority and power of the BOR has already been ruled upon by the Supreme Court in the case of Marita VT Reyes vs. UP Board of Regents, et. al. more than a decade ago.

7. Assuming that the 45-day suspension be imposed even by the process of residency, will the students accept this "solution"? Will they allow themselves to be under the jurisdiction of the Chancellor's Office when the latter has already shown such bias against them?
8. Did Chancellor Cao inform the University Council during its meeting about the SDT Decision and Resolution concerning their stand that the 45-day suspension had been deemed served, and that there is no reason to withhold their transcripts and graduation credentials?

Answers to these two questions should be for UP officials to ponder on and carefully consider."

Regent Taguiwalo said that she appreciates the time and effort given by the Chair to this particular case, making sure that justice is served to all the students. She sought to clarify some of the points raised. Formal charges were brought to the students on 28 March 2008. There were formal charges when the University Council met on 23 April 2008. Regent Taguiwalo pointed out that she was part of the University Council deliberation on 23 April 2008 and the parents were around. The main question presented to the Council was "can you withhold the graduation of students who have fulfilled all the academic requirements but who have pending cases against them?" It took the Council more than two hours to deliberate on this case because the Council has had experience of withholding the graduation of students who have pending cases. This has had negative effects on both the students and the parents. The College of Law professors discussed the constitutional right to presumption of innocence. This helped the Council decide that the students should be endorsed for graduation even if they had pending disciplinary cases.

On 10 July 2008, the first judgment came out, i.e., dismissal of cheating against three (3) of the respondents.

On 28 November 2008, the judgment on the remaining students was rendered. The students were found guilty of other forms of misconduct and were meted the penalty of 45 days suspension. This matter was brought by the Chancellor to the University Council meeting on 20 April 2009. The Council again had a passionate discussion on this.

The first motion was for the Council to consider that the students have served the penalty of 45 days since they have not been able to get their transcripts of records. By a vote of 48 for, 177 against, and 10 abstentions, the Council voted against this motion.

The second motion was to recommend to the Board of Regents the withdrawal of the graduation of the students and ask them to enroll so that they can serve the 45 days suspension. This was carried by a vote of 126 for, 73 against and 13 abstaining.

Chair Angeles said that there is a need to evaluate the implication of the withdrawal of the graduation of the concerned students. Some of them are already working and there are two enrolled in Law School. If their degrees are withdrawn, the Chair said, the students could bring the University to court.

The President said that this is not the first time that the University is going to withdraw graduation.

On jurisdiction, President Roman clarified that the SDT has jurisdiction over the case. The students involved are Economics students taking a course in the College of Business Administration. The rules provide that if two colleges are involved, jurisdiction can be given to the SDT.

The President recalled that in July 2008, then CHED Chair Romulo Neri brought up this case before the Board because parents appealed to him. The Board decided that the process should take its normal course, in effect recognizing the role of the SDT.

The President informed the Board that the students have accepted the penalty of 45-days suspension.

Regent Tiongco pointed out that the Board is faced with this mess because of the ineptitude of the SDT. Their decision was not logical, was not reasonable and was not in accordance with its own findings. The recital of facts stated that there was cheating but in its conclusion, the SDT absolved the students of cheating but penalized them for misconduct. The University is now being asked to implement a wrong decision. Moreover, when the decision was promulgated, the SDT knew that the students have already graduated. Regent Tiongco said that the decision at the very start is unenforceable. In other words, a decision has to be complete by itself so that the respondent would not have to do anything. If he is required to do something, then there should be an alternative. For instance, if one is asked a fine and he cannot pay the fine, then there is the alternative of imprisonment. Here, the decision is a suspension of 45 days, yet there is no alternative if they have graduated and refuse to enroll anymore.

Regent Cabrera requested a clarification of what constitutes "misconduct" that would warrant a suspension of 45 days.

Chair Angeles pointed out that the students have been given a retake of their examination which they passed and were eventually allowed to graduate. It would be embarrassing, he said, if the Board decides to withdraw their graduation.

To respond to the concern of the Staff Regent, President Roman read a pertinent portion of the Formal Charge which she said "clearly shows acts constitutive of and consistent with cheating and or other form of misconduct during examination."

On the students' acceptance of the 45-days suspension, Regent Abdulwahid read from the letter of the lawyers, dated 5 May 2009, as follows:

"5. Because of the SDT's assurance, our Clients decided not to appeal or seek reconsideration of the SDT's Decision. Alexis Cimagala and Anezka Cortina, who were freshmen law students at the time, filed separate manifestations stating that because of their urgent need to obtain their Transcripts and because any further delay might jeopardize their enrollment in law school, they could not seek reconsideration of the Decision. Copies of their manifestations were given to the Dean of the School of Economics on 16 December 2008 or thereabouts."

According to Regent Abdulwahid, the students were surprised that when they wrote to the Chancellor, the latter did not reply. Instead, the Chancellor endorsed their letter to the University Council. They are now surprised that the Council has endorsed the withdrawal of their degrees.

The Student Regent pointed out that she is concerned with the possible repercussions of the withdrawal of graduation on the students. She has talked to one of the parents who told her that her daughter attempted to commit suicide.

Regent Abdulwahid is also concerned about the repercussions of the withdrawal of degree on those who are already in Law School. She asked what would happen to their one year of Law School. Will this be invalidated?

Regent Taguiwalo highlighted on the need to balance the concern for student welfare with the University Council's recommendation vis-à-vis safeguarding academic excellence in the University. The University Council bent backward when it allowed the students to graduate despite their pending cases. The students, then have not been found guilty yet. Now, that they have been found guilty, the University Council consistent with its initial decision has to find ways to ensure that the students serve the penalty.

The implication, according to the Faculty Regent, if the Board overturns the decision of the Council is that all those with pending cases will no longer be recommended for graduation. The implication is going to be worst for those with pending cases.

Regent Chua made it clear that he does not know any of the students. He said he refused to meet with them because he does not want to be persuaded. As an alumnus of the University, Regent Chua said that the rules should be applied equally to everyone. If the case against the three (3) students was dismissed, then the case against the remaining students should also be dismissed.

The President informed the Board that she is not afraid of any case being filed against the University. She said she is also sure about the reaction of the University Councils of the different CUs. The University Councils especially that of UP Diliman are very powerful bodies. They are also awaiting the decision of the Board and are also ready to go to media. It is not as if the University is helpless in this particular case. This is not the first time the University has withdrawn a degree.

Chair Angeles said that whatever decision the Board will make, those who vote for whatever side will take responsibility for their vote.

Regent Gonzalez suggested that the Board vote on the issue at hand. She moved that the Board reconfirm the graduation with honors of the concerned students with no need to impose penalty.

President Roman moved to amend the motion of Regent Gonzalez, as follows: That the Board approve the recommendation of the University Council to withdraw the graduation of students, subject to the following: after serving the 45-day suspension, the students shall be automatically considered graduated with the honors.

Faculty Regent Taguiwalo seconded the motion of President Roman.

Regent Chua proposed that life be made simple for everybody, i.e., vote YES or NO on the recommendation of the University Council.

Regent Tiongco noted that the Board appears to be heading towards a compromise and such is problematic. Supposing, he said,

the Board approves the compromise and the Board is sued, the problem is not solved. If the Board requires enrollment for residency and some of them are abroad, it would be physically impossible to grant them residency.

Regent Cabrera inquired if there is another penalty that could be imposed aside from 45-days suspension.

President Roman explained that enrollment for residency is being done in the University. For example, one enrolls for residency while completing a thesis. One does not have to be physically present when enrolled for residency.

Regent Abdulwahid asked what would happen to those who are already in Law School if their graduation is dated 2009. She also asked what would happen to those who are already being considered for promotion if their graduation is dated 2009.

Regent Taguiwalo said that she does not see any legal impediment. The Board is not saying the students were not graduates in 2008. They are considered graduates but the graduation has to be withdrawn because of certain decisions. There is no impediment for them continuing their legal studies. Regent Taguiwalo informed the Board that she has talked to some of the parents and told them that their children are accountable for what had happened. The Board will make sure that justice is served to the students, as well as to the University.

Regent Gonzalez eventually withdrew her motion in deference to the legal minds.

Regent Tiongco revived Regent Gonzalez' motion, restated as follows: that the Board confirm the graduation of the six (6) students, as of 2008. Regent Chua seconded Regent Tiongco's motion.

At this point, the President raised a point of order since there are two motions on the floor.

President Roman reiterated her motion that the Board adopt the decision of the University Council to withdraw the graduation of the six (6) students and to modify such decision by automatically considering the students graduated with honors after having served the 45-day suspension. Regent Taguiwalo seconded this motion.

Only the President, the Faculty and Staff Regents voted in favor of President Roman's motion.

At this point, Regent Tiongco moved that the graduation of the six (6) students in 2008 be confirmed by the Board.

Regent Taguiwalo registered her objection to the motion since the students have not served the penalty.

Five (5) Regents (Regents Sarmiento, Chua, Gonzalez, Tiongco), including the Chair voted to confirm the graduation of the students in 2008.

Regent Abdulwahid abstained. She said she respects the decision of the University Council but is concerned with the decision's repercussion to those already in Law School and those up for promotion.

Chairman Angeles reiterated the Board's decision to confirm the graduation of six (6) students as of 2008, the honors previously conferred, without need for serving the penalty of 45-days suspension imposed by the SDT because the same is deemed to have already been served.

The President remarked that it seems as if the students did not commit any wrongdoing.

Regent Tiongco pointed out that the penalty is considered served. The 45-day period has lapsed. It is not enforceable. It is therefore considered served.

President Roman registered her sadness over the vote. She said she would honor the decision of the Board but she knows the University Community and she could already predict how the Council would react.

**Board action:** By a vote of five (5) in favor, three (3) against and one abstaining, the Board DENIED the



**proposed Action of the UP Diliman University Council and voted to CONFIRM the graduation of the six students as of 2008, with the honors previously conferred, without need of serving the penalty of 45 days suspension imposed by the Student Disciplinary Tribunal (SDT) in Case No. 08-001 because the same is deemed to have already been served.**

**When the Board of Regents voted to confirm the graduation of ALEXIS CIMAGALA, ANEZKA DANETT CORTINA, WILMER RYAN CU, JUDIE ANNE CO, MARIA LOURDES CARISSA MANGUBAT, AND BERNADETTE LOPEZ, it likewise granted their requests for their transcripts of records.**

**Letter to the Board of Regents on Behalf of KEVIN TRISTAN VELASCO and PUNYAGI ABUEG, the Remaining Respondents in SDT Case No. 08-001**

Hereunder is the full text of the memorandum of the Vice President for Legal Affairs on this matter.

"This has reference to the letter dated May 7, 2009 addressed to the Board of Regents and to the President written by the parents of Kevin Tristan Velasco and Punyagi Abueg, the two remaining respondents in SDT Case No. 08-001 entitled "UP vs. Alexis Cimagala, et al." It may be recalled that of the eight (8) remaining respondents in this case, six (6) had already been found guilty by the SDT of "Gross Misconduct" under section 2(m) of the Rules and Regulations on Student Conduct and Discipline and were meted a 45-day suspension by the SDT. The prosecution, under the Diliman Legal Office (DLO), apparently opted to present an additional rebuttal witness against the two (2) remaining respondents and, for this reason, the two were not included in the Decision rendered by the SDT.

The letter by the parents of respondents Velasco and Abueg seeks to have the Board "exercise its jurisdiction as the highest body of the University to overturn the previous rulings of the SDT and cause the dismissal of the case against (their) sons on the ground that the SDT does not have jurisdiction over the case." In the alternative, and "without in anyway conceding the jurisdiction of the SDT, (they) implore the Board to cause the SDT to dismiss the case on the ground of insufficiency of evidence and not allow the improper presentation of the so-called rebuttal witness."

For the consideration and guidance of the Board, we respectfully submit that there is no legal basis for the request of the parents of respondents Velasco and Abueg for the Board to exercise jurisdiction to overturn the previous decision of the SDT or to cause the dismissal of the case on insufficiency of evidence and to disallow the presentation of the rebuttal witness.

First, it is grossly premature because the SDT has not yet rendered its Decision as against the two remaining respondents, and thus, there is nothing for the Board to act on.

Second, the Board has no power to cause the dismissal of an ongoing case or to intervene in the conduct of the prosecution of a pending case. It is submitted that if respondents feel aggrieved by the proceedings, they may opt to secure judicial relief.

Third, there is no basis to overturn the previous Decision (apparently referring to the SDT Decision against Cimagala et al.) because Velasco and Abueg were not part of the Decision and the respondents who were found guilty did not appeal the same. Respondents Velasco and Abueg have no personality to ask the Board, assuming it has the power to overturn, which it does not, a Decision that they are not part of.

Under Section 21 of the Rules and Regulations on Student Conduct and Discipline, the Board's jurisdiction is appellate, not original, thus:

SECTION 21. Action by the Board of Regents. -- The Board may review on appeal decisions of the President or Chancellor when the penalty imposed is expulsion, suspension for more than one (1) academic year, or any other penalty of equivalent severity.

Moreover, the appellate jurisdiction of the Board is limited to decisions of the President or the Chancellor but not directly from the SDT Decision. What respondents Velasco and Abueg are asking for is a power that cannot be exercised by the Board yet absent a Decision by the President, in the exercise of its appellate jurisdiction over Decisions of the SDT under section 20.

For these reasons, we submit that the requests contained in the letter dated May 7, 2009 by Mr. and Mrs. Raymond Velasco and Mr. and Mrs. Alfredo Abueg be denied with the directive, consistent with the Board's previous directives in this case, to the SDT to expedite the resolution of these proceedings with due regard for the due process rights of all parties concerned."

Board action: DEFERRED.

**OTHER MATTERS  
(REQUESTED BY CHAIRMAN ANGELES)**

**Salary Increase for UP Faculty and Staff**

Chair Angeles said that he would like to see a new salary scale for UP Faculty and Staff. Before UP loses its faculty to other institutions, the Chair said the University must have competitive salaries and benefits.

The President explained that the University has not come up with a new salary scale. While the New Charter authorizes the University to draw up its own compensation plan, the University must have adequate resources to sustain any salary increase it would decide. At present, the University is awaiting the decision of Congress on SSL III.

Chairman Angeles inquired if there is already a Committee working on a new compensation plan for UP Faculty and Staff. He said this is urgent as far as he is concerned. He wants the salaries of UP personnel competitive with that of the private sector.

President Roman said she could come up with the Committee. She reminded the Chair that she gave him data last time. To double the salary of its faculty and staff, UP needs P3 Billion a year. The reason why UP is not coming up with an official Position Classification System is because there is a Joint Resolution in Congress that authorizes the President of the Philippines to modify the compensation and position classification system of civilian personnel and the base pay schedule of military and uniformed personnel in the government. Over a four year period, salaries will be doubled. Initially, UP was not included. In the bicameral session held on Monday, 1 June 2009, the following amendment which is favorable to the University was approved:

"9. ... Exempt Entities

Provided, finally, that exempt entities which still follow the salary rates for positions covered by Republic Act No. 6758, as amended, are entitled to the salary adjustments due to the implementation of this Joint Resolution until such time that they have implemented their own compensation and position classification.



The President clarified that if the University wants to double the salary of its faculty and staff, it needs P3 Billion a year. To triple the salary, UP needs P6 Billion a year. The total budget of UP is only P8 Billion, hence, it is inadequate.

While UP does not have its own position classification system, there is the UP rank. In the last Subic Conference, people raised the possibility of having two ranks. This is termed decoupling, UP has in place the Scientific Productivity System and the Arts Productivity System.

Responding to the query of the Chair, President Roman said that UP has a total budget of P8.45 Billion. Around P7.45 Billion comes from government, the rest from income.

Chair Angeles pointed out that he has been asked by Congress and by the Office of the President to determine the per capita investment per student.

President Roman said that she could furnish the Chair with the requested data, i.e., cost per student per campus.

The Chair informed the Board that he is also making a study of the highest charging universities among the private universities. There is an impression that private universities charging much lesser tuition can also provide quality education. Maybe, he said, he could use UP's formula for determining the direct as well as the indirect costs of education.

Regent Cabrera suggested that the three sectors, i.e., faculty, admin and REPS be represented in the Committee that would be created to study a new compensation and position classification system for the University.

President Roman said that she might ask people from Statistics to do the study and later show the results of the study to the Board of Regents.

#### **Lighting of the UP Diliman Campus**

Chair Angeles pointed out that the UP Diliman campus is not well-lighted. He said that when he attended the Ministers of Education meeting in Hanoi, they were given a tour of two (2) universities. He was impressed with the Hanoi University of Technology, a very well-kept, well-lighted university. This is the kind of campus, the Chair said, that he would like to see. If the University would not mind, Chair Angeles said he would ask experts to study the lighting system of UP and find out how much it would cost to do it, including the consumption of electricity.

President Roman informed the Board that the College of Engineering under Dean Rowena Guevara has already studied the street lighting system of UP Diliman. Their recommendations have been implemented. In fact, the UP Diliman campus is well lighted, its lighting system very much improved.

#### **Proposed Kababayan Information & Security Service Center**

Chair Angeles informed the Board that he has proposed to Chancellor Cao that CHED would initially take over the Visitors' Information Center at the University Avenue. He said he would remove the security agency holding office there, have the building refurbished and call it Kababayan Information and Security Service Center. Chair Angeles also informed the Board of his plan to develop the area which is occupied by informal settlers and put up a children's playground there. UP, the Chair said, is a tourist attraction. Hence, the need to beautify, to light up and to secure the campus.

The Chair requested data on crimes committed inside the UP Diliman campus, for the last ten (10) years. He said that he would coordinate with the appropriate University officials in this regard.

Vice-Chancellor for Community Affairs Grace Gregorio, who was requested to be present for this particular item, informed the

Board that she was instructed by Chancellor Cao to meet with Atty. Vitriolo to discuss the proposals of CHED related to the Visitors' Information Center.

### **1245TH MEETING 25 JUNE 2009**

#### **MATTERS ARISING FROM THE PREVIOUS MEETINGS OF THE BOARD**

##### **1240TH MEETING, 28 JANUARY 2009**

#### **On the Withdrawal of Graduation of MR. JOHN MICHAEL M. GALINDON, College of Forestry and Natural Resources (CFNR), UP Los Baños**

The Board, at its 1240th meeting held on 28 January 2009, deferred action on the recommendation to withdraw the degree of Mr. John Michael M. Galindon. The University Council of UP Los Baños was requested to study the case further.

Mr. John Michael M. Galindon, a student from the College of Forestry and Natural Resources (CFNR), was recommended for graduation by the College in Summer 2008. The student's graduation was subsequently approved by the UPLB University Council on July 22, 2008 and by the Board of Regents on July 31, 2008.

However, upon the disclosure that there was a formal charge against Mr. Galindon at the time of his graduation, the College recommended to withdraw the graduation of Mr. Galindon pending the resolution of his SDT case. The recommendation was upheld by the UPLB University Council during the 109th meeting held on December 12, 2008.

The case was forwarded to the UP Board of Regents in January 2009 for appropriate action, but was referred back to the UPLB University Council for further study. The UPLB University Council Committee on Graduation, after careful evaluation of the facts of the case, and considering the University Council's decision on previous cases of graduating students with pending SDT cases, recommended to uphold the endorsement of the UPLB University Council for the withdrawal of the graduation of Mr. Galindon.

The case was again presented to the UPLB University Council in its meeting held on 21 April 2009. During the said meeting, the Council was informed that on 16 April 2009, the SDT gave the following orders on the cases filed against several respondents, which included Mr. Galindon, as follows:

SDT Case No. 07-15:	Expulsion
SDT Case No. 07-15a:	Suspension for One Year
SDT Case No. 07-15c:	Suspension for One Year
SDT Case No. 07-15e:	Suspension for One Year

On the basis of the decisions, three of which are immediately executory, even pending appeal, the Chancellor reported that the action of the Body was to uphold its endorsement of the recommendation to withdraw the graduation of Mr. Galindon.

**Board action: Deferred. The Board wants to study this case further.**

## 1243RD MEETING, 29 MAY 2009

**On the Issues Affecting the Confirmation of the Election of the Student Regent**

At its 1243rd meeting held on 29 May 2009 at the UP Visayas Iloilo Campus, the Board of Regents discussed in Executive Session the issues affecting the confirmation of the election of the Student Regent. In this meeting, the Board acknowledged the election of Ms. Charisse Bernadine L. Bañez as Student Regent-Elect. However, Ms. Bañez will be administered her Oath as Student Regent after she complies with the following requirements:

1. As required of her by the Student Disciplinary Tribunal, she is to apologize to those she has been found discourteous to, and such apology should be both oral and in writing, and publicly made; and
2. As demanded by the UPLB student complainants and as provided for in the rules set by the UPLB students themselves, she is to submit financial reports and other documents to account for proceeds from the February Fairs for her term and that of her predecessors.

For this particular meeting, Ms. Bañez was allowed to sit as observer.

On 24 June 2009, Student Regent-Elect Bañez forwarded her letter to the Chair and Co-Chair of the Board of Regents, through the Office of the Secretary of the University and of the Board of Regents. In essence, Ms. Bañez is saying that she has complied with the requirements of the Board with strong reservations. She asserts in her letter that her confirmation is a "mere ministerial act on the part of the BOR" since she "has all the qualifications and none of any of the disqualifications as a nominee or candidate for the said office, was overwhelmingly voted therefore, and was validly proclaimed as the Student Regent-Select on 14 April 2009."

Student Regent Abdulwahid informed the Board that the Student Regent-Elect has already complied with the requirements of the Board. She called the attention of the Board to the letter dated 24 June 2009 of Miss Bañez and the other documents submitted by the Student Regent-Elect.

Chairman Angeles noted that the Financial Reports are not audited. For the Financial Reports to be accepted, the Chair said, these must be audited by an Independent Auditor.

Faculty Regent Taguiwalo pointed out that the Board did not clarify in the last meeting whether or not the Financial Reports required of Ms. Bañez should be audited.

Regent Tiongco called the attention of the Board to its decision on this case, as follows:

"As demanded by the UPLB student complainants and as provided for in the rules set by the UPLB students themselves, she is to submit financial reports and other documents to account for proceeds from the February Fairs for her term and that of her predecessors."

The Regent said if the rules require that the Financial Reports be audited, then these should be so.

President Roman explained that there are two different kinds of funds that are being used by the students. The first is the Student Council Fee that is collected by the University and is therefore audited by the University's Internal Auditor and the Commission on Audit. In activities handled by the students themselves, e.g. the Fair, it is the students themselves who collect the fees. What is required of Ms. Bañez are the financial reports and other documents to account for

proceeds from the February Fairs for her term and that of her predecessors.

Regent Gonzalez said that normally when there is a project, the head of the organization sponsoring the project should have the Financial Reports audited. But in this particular case the Board has to look at the rules set by the UPLB students themselves.

Faculty Regent Taguiwalo explained that the principal issue is to allow or not to allow the Student Regent-Elect to sit in the Board of Regents. Ms. Bañez, the Faculty Regent said, was elected on 14 April 2009. The term of Student Regent Abdulwahid has practically ended. She no longer has the mandate from the students. Regent Taguiwalo informed the Board that she and Staff Regent Cabrera accompanied Ms. Bañez when she apologized to the concerned parties. The Faculty Regent also said that they have seen the posting of the Financial Reports in UP Los Baños. She then asked if the absence of auditing of these Financial Reports is enough reason not to confirm the election of the Student Regent. She pointed out that Ms. Bañez has already missed two meetings of the Board, that of 29 May 2009 and the Special meeting on 3 June 2009.

President Roman, after having been provided with the UPLB Student Council Constitution, read the pertinent provision as follows:

"All expenditures of the Student Council shall be audited by the ex-officio Auditor which shall be the ex-officio Auditor of the Student Council." (Section 4, Article IX, Constitution of the UPLB Student Council)

The Chair inquired whether or not the Board could allow Student Regent-Elect Bañez to sit in the Board while complying with the required audited Financial Reports.

Regent Tiongco recalled that in the last meeting of the Board, the agreement was to impose discipline on the students, including the Student Regent. The Board imposed certain conditions on the Student Regent-Elect because it appears she was a recalcitrant student, i.e. she has not apologized nor submitted the Financial Reports required of her. There has to be some order in her coming in, according to Regent Tiongco. Moreover, Regent Tiongco said, there is delay in her confirmation not because of the Board, but because she has not submitted the requirements on time.

The President recalled that Regents appointed by Malacañang are required to submit clearance from the Ombudsman, Sandiganbayan, NBI and the Civil Service Commission.

Only three (3) of the nine (9) Regents present were in favor of allowing Student Regent-Elect Bañez to sit in the Board while complying with the required audited Financial Reports. The other six (6) Regents require that Ms. Bañez comply first with the required audited Financial Reports before she is allowed to take her seat in the Board.

The Board, however, agreed to allow Student Regent-Elect Bañez to sit as an observer for this particular meeting. As soon as she submits the required audited Financial Reports, the Chair said, he could administer her Oath. In the meantime, the Board agreed that Student Regent Abdulwahid is still on hold-over capacity and can vote.

When asked what has been the practice of the University Student Council as far as Financial Reports are concerned, Student Regent-Elect Bañez pointed out that in the years she has been with the USC, Financial Reports are simply submitted to the UPLB *Perspective* for publication. These Reports are also posted on campus bulletin boards. There has been no auditing, Ms. Bañez said.

Student Regent-Elect Bañez manifested that as far as she is concerned, the audited Financial Reports required of her should not be requisites for her to sit in the Board. She has already complied with the requirements of the Board. These requirements, she said, are already outside of the Codified Rules for Student Regent Selection (CRSRS).

President Roman pointed out that the Board respects the right of the students to select their Student Regent. The System Administration did not intervene in the selection process. It should be impressed on the students, however, that the Board is vested with the authority as regards governance in the University. The Board has prescribed a confirmation process which requires that those who sit in the Board should comply with the rules that govern them, in this case the student rules. One possible extreme case is when a student is elected as Student Regent even if that student is not enrolled. This is why the Board has to set up its own rules for confirmation.

The Chair reiterated that as soon as the Student Regent-Elect submits the audited Financial Reports, she will be administered her Oath and she can take her seat as a regular member of the Board in its next meeting.

### 1244TH (SPECIAL) MEETING, 3 JUNE 2009

#### Motion for Reconsideration on the BOR Decision Regarding Six (6) Students of the School of Economics Found Guilty of Misconduct by the Student Disciplinary Tribunal (SDT)

*Faculty Regent Taguiwalo presented the following:*

1. Last June 3, 2009, the BOR voting five in favour and three against and one abstaining voted to confirm the graduation of the six students...without need of serving the penalty of 45 days suspension imposed by the SDT because the same is deemed to be served.
2. I am forwarding a motion for reconsideration on the following grounds:
  1. The BOR decision does not specify the basis for its decision that the penalty "is deemed...served". The University Council in its April 20, 2009 meeting voted overwhelmingly against (177 against, 48 for and 10 abstentions) a motion "to consider the students have served the penalty of 45 days served since they have not been able to get their transcript of records." The decision as it stands now does not explain the reason why the BOR deemed the penalty has been served.
  2. The principle of subsidiarity, which essentially means that a higher body (in this case, the BOR) intervenes only if the lower body (the UC) cannot perform its duty or reach its decisions in the regular or prescribed manner. The decision reached by the University Council was made after thorough deliberations of its members. Without an explanation, for the BOR decision not to uphold the UC recommendation is a violation of this principle.
  3. The decision of the BOR has created demoralization among the faculty and raises the basic governance issue of the relationship between the BOR and the University Council. Such demoralization and governance concerns are illustrated by the following excerpt from the letter of the School of Economics Dean Emmanuel de Dios to the Faculty Regent:

"I write to you...as a member of that constituency you represent in order to convey to you the deep sense of dismay and demoralization my own Faculty feels over the Board of Regents' decision in the case of six economics students found guilty of misconduct. The Board effectively allowed these students to graduate without significant consequences despite their proven guilt.

More fundamental, however, is the fact that the Board overruled a recommendation of the University faculty (through the University Council), on a matter of purely academic governance. This sets an extremely bad precedent for governance, where the Board substitutes its own opinion for the recommendation of an academic body, duly constituted, and reaching a decision as part of its regular function.

We feel a grievous wrong has been committed by your Board and are still at a loss as to how they cannot have realized that they have violated faculty autonomy, subsidiarity, and indeed, academic freedom itself. We know, of course, how you yourself voted to support the Council's recommendation. What is incomprehensible to us is how the rest of your Board were able to overrule not only the recommendation of the Council, but also override the judgment of the President. This 'decision' has been communicated to us but until now we do not have an explanation of the arguments or circumstances that persuaded your Board to overlook all the noble principles in their books and act as they did in this case."

4. The UPD University Council is meeting on July 20, 2009. As a member of the UC, I have to explain to the body the decision made by the Board of Regents.

The President proposed that a Regents' Committee be created to look into this Motion for Reconsideration.

A Regent commented that much time has already been spent discussing this particular issue. He suggested that once the Board has made its decision, "let it go."

**Board action: Denial of the Motion for Reconsideration. Voting *viva voce*, it was initially a tie, i.e., four (4) in favor of the Motion and four (4) against. The Chair broke the tie and voted against the Motion.**

### POLICY MATTERS APPROVED

#### Proposal of UP Manila for the Creation of the UP Manila Research Administrative Overhead Fund

##### Rationale

UP Manila is recognized as the country's leading institution in health research and development. It has the greatest assembly of scholars and researchers who are leaders in their respective fields in the Philippines. Over the past years, the key leaders of the University of the Philippines have been the strongest supporters of research, always including this aspect in their development agenda during their terms of office. UP Manila Chancellor Ramon L. Arcadio has taken the challenge to improve the utilization of research outputs in the basic and applied sciences to effect real change in the lives of Filipinos.

The existing research infrastructure in UP Manila is headed by the Vice Chancellor for Research. Research units in each academic and clinical department of the College of Medicine and the Philippine General Hospital conduct studies that comprise much of the research activities in UP Manila. The Institutional Review Board (IRB), which is composed of separate Technical Review Board (TRB) and the Ethical Review Board (ERB) of the Research Implementation and Development Office (RIDO) under the College of Medicine as well as the UPM Bioethics Committee (UPMBC) and the Research Technical Review

Committee (RTRC) of the National Institutes Of Health (NIH) all ensure the quality of researches and adherence to Good Clinical Practice (GCP) guidelines. The opportunities for internal resource generation at the University level however are lacking and the UP Manila does not have an organized official unit to negotiate with external funding agencies as research sponsors.

In this setting, the Research Grants Administration Office (RGAO) was created. The idea was introduced by the representatives of the University of the Philippines Medical Alumni Society in America (UPMASA) Research Committee. When Dr. Patricio Reyes came to visit UP Manila and the Philippine General Hospital in December 2005, he pointed out that the creation of a central research office should be a priority for UP Manila to become a major player in international research. A central research office would streamline the research funding process and its component units, notably PGH and the UP College of Medicine for a start, would greatly benefit from the generated research funds. The idea was followed through in the subsequent year and the creation of such an office became one of the major thrusts of the UPMASA.

On January 15, 2007, Chancellor Ramon L. Arcadio issued the Administrative Order No. RLA 07-018 outlining the creation of the Research Grants Administration Office. The creation of the Research Grants Administration Office was subsequently approved by the Board of Regents in its 1223rd meeting on 22 August 2007. The RGAO hopes to rationalize the processing of grants and/or financial support for research in UP Manila and promote UP Manila as a national and international research collaborating center. It will assist investigators in securing funds for research. It will also receive funds from sponsor organizations or institutions and administer the various research grants. It will serve as the liaison and coordinating office between UP Manila and national and international research agencies, particularly with regard to financial matters.

#### Proposal for the Establishment of a Trust Fund

##### a. Proposed Trust Fund Name

UP Manila proposes that a Trust Fund be created for the RGAO to be named as the UP Manila Research Administrative Overhead Fund.

##### b. Main purpose of the UP Manila Research Administrative Overhead Fund

The UP Manila Research Administrative Overhead Fund shall exist primarily as a depository of institutional fees collected by UP Manila from government and private institutions that sponsor research projects submitted by UP Manila employees, excluding the research grants from the UP System. It shall also be the depository of the funds from institutions and/or philanthropists who may wish to donate funds for researches.

The funds will enable RGAO to continue its operation as a self-sustaining office and will allow the office to support financially and administratively worthwhile research projects of UP Manila faculty and non-faculty employees.

#### Uses of the Fund

The head of RGAO will prepare an annual plan indicating a system of priorities for the use of the funds with the approval of the UP Manila Chancellor upon recommendations of the OVCR. RGAO will monitor the use of the funds and submit a report to the UP Manila Chancellor at the end of the calendar year.

#### *The UP Manila Administrative Overhead Trust Fund will primarily be used for the following:*

##### a. RGAO Fund

This will be a subfolder under the UP Manila Administrative Overhead Fund. These funds will be used primarily for RGAO Personnel Services and Maintenance, Operating and Overhead Expenses. Funds for the Personnel Services will be utilized after a year of operation subject to the availability of funds. Any residuals from the expenses will be pooled and utilized to support innovative research projects and other research activities in UP Manila if approved by the UP Manila Chancellor upon endorsement of the OVCR.

##### b. Research Implementation Development Office (RIDO) Fund

This will be the second subfolder under the UP Manila Administrative Overhead Fund. This is turned over to the Research Implementation Development Office (RIDO) to cover the expenses incurred in the technical and ethical review of project proposals like honoraria of members of the committees, the conduct of research fora, and other research-oriented activities of the RIDO. Disbursement of these funds is approved by the UP Manila Chancellor upon endorsement of the OVCR, the RGAO head and the RIDO head.

##### c. Participating Research Unit Fund

As stipulated in the 1147th meeting of the UP Board of Regents, units that generate research grants will receive 50% of administrative overhead cost charged against externally funded researches. Each research unit (NIH, College of Medicine, Nursing, Dentistry, etc.) will have a subfolder under this fund. The funds may be utilized by the different research units to support research with the approval of the UP Manila Chancellor upon endorsement of the OVCR.

##### d. Donations with Specific Donees

When a donor specifies a donee, 5% is retained by RGAO as administrative cost and 95% is given to the donee thru the Participating Research Unit Fund.

#### Sources of Funds

The UP Manila Research Administrative Overhead Fund will have two major sources of funds – administrative overhead fees collected from various externally funded research projects conducted in UP Manila, which are approximately 15% of the research project budget, and donations for research from individuals or private organizations.

Board action: **APPROVAL.**

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Prof. DENNIS ANDREW S. AGUINALDO, Assistant Professor 3, Department of Humanities, College of Arts and Sciences, UP Los Baños, Effective 1 June 2009 until 31 October 2009**

Prof. Aguinaldo obtained his Bachelor of Arts in Philippine Studies (*cum laude*) in 2001 and Master in Philippine Studies in 2006 from the University of the Philippines Diliman. He has been with the Department



since 16 June 2003 as Instructor 1. He was promoted to Assistant Professor 1 on 19 July 2006 and to Assistant Professor 3 on 1 April 2008.

He has handled not only Humanities 1 (AH), a GE course offering, but also major writing courses in the BA Communication Arts program, thus actively contributing to the development of the program in the process. He has an average of 1.397 student evaluation rating (1st Sem 07-08 to 1st Sem 08-09). Prof. Aguinaldo is a meticulous and insightful teacher of literature who works diligently with students and writing organizations on their creative writing. On top of this, he pays close attention to his thesis advisees who in turn produce the best creative work of the department.

Recently published is Prof. Aguinaldo's refereed journal article: "Narration and Scholarship of the Humadapnon Suguidanon," *UPLB Journal* (January-December 2008). Among his numerous publications is "A Shift of Eyes: and 9 other stories", a cd-book of collected fiction which was published by akdang\_bayan, Inc. in 2005.

Prof. Aguinaldo has been awarded prizes and fellowships for his essays, poems, and fiction. He has been publishing his stories and poems in widely circulated magazines such as *The Philippine Graphic*, *The Philippines Free Press*, *The Sunday Times Magazine*, and *Story Philippines*. His short stories have been included in two prestigious PEN anthologies. Furthermore, he uses his experience in the literary world to guide his more talented students toward their own fellowships and publications.

Prof. Aguinaldo is writing another book of short stories entitled "The Second Law: 7 Stories" under the auspices of the UP Creative Work Grant and Research Scholarship Fund. He currently heads the Department's Literature Division and serves as the course coordinator for Humanities 1 (AH). He is also one of the proponents of Humanities 3 (AH): Literature in Film, TV, and the Internet, a standing GE course proposal.

The tenure papers of Prof. Aguinaldo are already in process. He has satisfied all basic requirements for tenure in the University: a published article in a referred journal, a graduate degree and satisfactory student ratings.

Board action: APPROVAL.

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Prof. EMMANUEL V. Dumlao, Assistant Professor 2, Department of Humanities, College of Arts and Sciences, UP Los Baños, Effective 1 June 2009 until 31 October 2009**

Prof. Dumlao is presently pursuing his Ph.D. in Filipino (Malikhaing Pagsulat) at UP Diliman, where he also obtained his Masters in the same field in 2005. He got his diploma in Bachelor of Secondary Education major in Social Sciences from St. Joseph's College, Quezon City in 1998.

Teaching FIL 1 (Sining ng Pakikipagtalastasan), FIL 20 (Mga Piling Akda ng Manunulat na Pilipino), FIL 21 (Poklorikong Pilipino), FIL 150 (Pagsulat ng Kuwentong Popular), HUM 1 (Literature, Man and Society), and ENG 106 (Creative Writing), Prof. Dumlao has been with the Department since 14 June 2001 as Instructor. He became Assistant Professor 1 in 29 June 2006, and Assistant Professor 2 in 1 April 2008.

The quality of his performance as teacher can be glimpsed at the 1.32 overall average student evaluation rating he got from AY 2001 to AY 2009. Based on the students' qualitative evaluation, Prof. Dumlao does not only possess mastery of the courses he teaches but also the method of getting them across effectively. Outside the classroom, Prof. Dumlao shares his gift on creative writing among students who want to venture into literary writing. He is one of the organizers and inspirations of at least three student literary groups in the campus: Samahang LAYB, UPLB Writers' Club, and PANTAS.

Among his publications is *PUKINGGANG*, a cd-book of poetry which was published by akdang\_bayan, Inc. in 2005. His article "Tungo sa Mapagpalayang Pagtula" came out in the January-December 2008 issue of the *UP Los Baños Journal*, a refereed publication.

Alongside with his research on the varieties of Tagalog in CALABARZON (funded by the UPLB Basic Research Program), Prof. Dumlao is also writing a book of poetry entitled *Tanikalang Tubig* under the UP Creative Work Grant and Research Scholarship Fund. He is also a proponent of FIL 2 (AH): *PUGITA: Mga Galamay ng Panitikang Filipino sa Iba't Ibang Rehiyon sa Pilipinas*, a standing GE course proposal. On his own, he is doing a research on Teduray literature. To date, he has already translated the epic *Berinarew* into Tagalog, which is a big contribution to the Philippine literature as a whole.

The tenure papers of Prof. Dumlao are already in process. He has satisfied all basic requirements for tenure in the University: a published article in a refereed journal, a graduate degree, and satisfactory student ratings.

Board action: APPROVAL.

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Prof. EDGAR E. DEVERA, Assistant Professor 1, Department of Forest Products and Paper Science, College of Forestry and Natural Resources, UP Los Baños, Effective 1 June 2009 until 30 November 2009**

Prof. Devera has completed his Master of Science in Forestry in April 2006. He has consistently received very satisfactory student evaluation. His article titled *The Effects of Different Bleaching Conditions on the Bending Tolerances of Two Rattan Species (Calamus Merrillii Becc and C. Caesius Blume)* will be published in the *Philippine Journal of Science* this June 2009.

Prof. Devera completed his Master of Science in Forestry (Wood Science and Technology) degree in April 2006 and has a journal article entitled "The Effects of Different Bleaching Conditions on the Bending Tolerances of Two Rattan Species (Calamus Merrillii Becc and C. Caesius Blume)" already accepted for publication in the *Philippine Journal of Science (PJS)*. The PJS is a semi-annual peer-reviewed journal that publishes reports of original research in the natural and applied sciences and mathematics. The issue containing Prof. Devera's paper is scheduled to be published this June 2009.

Prof. Devera has a very satisfactory student evaluation in the past 3 years (1.17 or better) and shows excellent potential as an educator and researcher. His expertise in Wood Finishing and Furniture Manufacture contributes to the research and instruction functions of the Department. He is also adviser to several undergraduate students working on finishing properties of Philippine hardwoods.

Board action: APPROVAL.

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Dr. REYNALDO E. ANG, Associate Professor, Department of Emergency Medicine Services, College of Medicine-Philippine General Hospital, UP Manila, Effective 1 June 2009 until 31 May 2010**

In consideration of his loyal service to the University, the College hopes that Dr. Ang will be given the chance to comply with the tenure requirement which was undoubtedly sidetracked by the administrative functions he has held in the University. Dr. Ang was Clinical Assistant Professor, without compensation, from 12 November 1987 to 25 August 2002 and was given an item only on 26 August 2002 as a part-time Associate Professor. He was temporarily given a full-time item on 1 January 2007 on his appointment as Chair of the Department of Emergency Medicine Services.



The extension will afford Dr. Ang the time needed to complete his requirement for tenure which is already on its final stage of preparation for publication.

Board action: APPROVAL.

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Prof. ELIZABETH GRAGEDA, Assistant Professor, College of Medicine, UP Manila, Effective 1 June 2009 until 31 May 2010**

Prof. Grageda served the Philippine General Hospital as a physical therapist and was on permanent status as REPS. She opted to become a faculty of NITC-HP from July 2006 up to the present. During this period, she acted as College Secretary and Chair of the Office of the Curriculum and Instruction. She is a very effective teacher as shown by her SET and rated highly by her colleagues. Her paper entitled "Effect of an Innovative Training Program on the Clinical Performance of Physical Therapy Interns" has been accepted for publication in the *Manila Central University Research Journal* January-June 2009 issue. She has other up and coming publications.

Board action: APPROVAL.

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Dr. ILDEFONSO M. CHAN, Associate Professor, Department of Ophthalmology and Visual Sciences, College of Medicine-Philippine General Hospital, UP Manila, Effective 1 June 2009 until 31 May 2010**

In consideration of his loyal service to the University, the College hopes that Dr. Chan can be given a chance to comply with the tenure requirement which was undoubtedly sidetracked by his administrative functions. Dr. Chan was Clinical Assistant Professor, without compensation from 1 January 1985 to 31 July 2001 and was given an item only on 1 August 2001 as part-time Associate Professor. He held this position until 1 June 2002. He was reappointed as part time Associate Professor on 25 January 2005 until he was given a full time item as Associate Professor on 1 January 2007, to enable him to serve as Chair of the Department of Ophthalmology and Visual Sciences.

The request for waiver of the faculty tenure rule will enable Dr. Chan to continue discharging his functions as Chair of a vital college and hospital department. The extension will afford him the time needed to complete his requirement for tenure which is already on its final stage of preparation for publication.

Board action: APPROVAL.

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Dr. MERLINA N. ANDALECIO, Assistant Professor 7, Institute of Fisheries Policy and Development Studies, College of Fisheries and Ocean Sciences (CFOS), UP Visayas, Effective 1 June 2009 until 31 May 2010**

Dr. Andalecio has demonstrated her capability to do worthy researches and to publish the results of these involvements as indicated by the following:

- She has a contract to publish through CABI Publishing, a reputable publisher of scientific information, one chapter in a book entitled "Tropical Deltas and Coastal Zones: Community Environment and Food Production at the Land-Water Interface". Dr. Andalecio is the senior author of the chapter that will be included in the book. The chapter was accepted for publication last year but the release of the book was delayed from the original 2009 schedule to the present projected release in 2010;

- She co-authored a recently published paper, "Tilapia-Shrimp Polyculture in Negros Island, Philippines: A Review". The paper was published in an ISI-indexed journal, the *Journal of World Aquaculture Society*;
- Dr. Andalecio is presently awaiting the publication as sole author of another manuscript which was accepted for publication in the *Environmental Management Journal*, also an ISI-covered journal; and
- Dr. Andalecio's other research involvements have already yielded other publishable manuscripts submitted to (one paper to the *Journal of Agronomy*) or to be submitted to other reputable journals.

She continues to be actively involved in research with the submission of research proposals to funding institutions (ACIAR, DOST, UPV In-House).

Dr. Andalecio is one of just two core faculty members manning the Master of Marine Affairs program of the CFOS-IFPDS. Of these two, she is the only one who holds a degree that is directly related to the program. She possesses a Master of Marine Management degree in addition to her Ph.D. Biology degree. Thus, her services are badly needed by her Institute.

As a teacher, Dr. Andalecio has consistently been rated "Very Good" to "Excellent" by her students in both the graduate and undergraduate programs of the College.

In view of the above and given Dr. Andalecio's potentials, the CFOS feels that she deserves to be given the time to fully satisfy the requirement for tenure. Pertinent provision in Article 178 has to be waived to facilitate the renewal of the temporary appointment of Dr. Andalecio effective 1 June 2009 until 31 May 2010 while waiting for the release of a book by CABI Publishing where her research article as senior author was included as a chapter.

The request for temporary waiver is a stop gap measure since her research paper, where she is the senior author and which was already accepted for publication in an ISI-covered journal, will come out by early part of 2010 instead of 2009.

Board action: APPROVAL.

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Prof. MAY BELLE L. GUILLERGAN as Assistant Professor 1, Division of Humanities, College of Arts and Sciences, UP Visayas, Effective 1 June 2009 until 31 October 2009**

Prof. Guillergan's article entitled, "Coping Skills of Students Learning a Foreign Language under Filipino Teachers", has been accepted for publication in the December 2008 issue of *Danyag: Journal for the Social Sciences*. The said *Danyag* issue however is still for final editing.

Prof. Guillergan has a short film entitled Abu sa Kolon which is scheduled to be shown this coming July 2009 at SM City, Mandurriao, Iloilo City.

The UP Visayas Academic Personnel and Fellowships Committee, in its March 24 and April 15, 2009 meetings, recommended the grant of waiver of Article 178 of the UP Code in favor of Ms. May Belle L. Guillergan, effective 1 June 2009 until 31 October 2009 while the recommendation for the grant of tenure is still being processed.

Board action: APPROVAL.

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Prof. WINSOR B. CALAMBA, Assistant Professor 3, Social Sciences Division, UP Visayas Cebu College, Effective 1 June 2009 until 31 October 2009**

Prof. Calamba published his article entitled, "Paul Ricoeur's Notion of the Subject as Narrative, and the Filipino Concept of Narrative as Presented by Miranda and Mercado" in *Kinaadman*

(Volume 19, No. 1, March 2008), a locally peer reviewed inter-disciplinary journal published by the Holy Name University (HNU).

The UPV Academic Personnel and Fellowships Committee just received replies from the Editor-In-Chief of *Kinaadman Journal* and the Chair of the Division of Social Sciences (UPVCC) about the following:

- Review Process for acceptance of articles in Kinaadman Journal
- Date of the journal's first publication
- Periodicity of the journal's publication
- Information on the editorial board members especially their publications.

The UP Visayas Academic Personnel Committee, in its 15 April 2009 meeting, recommended waiver of Article 178 in favor of Prof. Calamba effective 1 June 2009 until 31 October 2009 while the recommendation for the grant of tenure is still being processed.

Board action: **APPROVAL.**

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Prof. DEMELO M. LAO, Assistant Professor 2, Department of Computer Science, UP Visayas Cebu College, Effective 1 June 2009 until 31 October 2009**

Prof. Lao's article entitled, "Understanding the Human Immune System Response to Pathogenic Activity Through Computer-Based Simulation," was accepted for publication for the January-June 2009 issue of *Nexus*, the official journal of the College of Arts and Sciences of Cebu Normal University as certified by Dr. Reynaldo A. Caturza, Editor-in-Chief of *Nexus Journal*. The said issue of *Nexus* will be released in July 2009.

Before joining UPVCC, Assistant Professor Lao already had four (4) research papers published in refereed journals as listed below:

1. Demelo Madrazo Lao, Toshikatsu Okuno and Toshio Shimizu, 2002. "Evaluating Transmembrane Topology Prediction Methods for the Effect of Signal Peptide in Topology Prediction." In *Silico Biology* 2(4): 485-504.
2. Demelo M. Lao, Masafumi Arai, Masami Ikeda and Toshio Shimizu. 2002. "The Presence of Signal Peptide Significantly Affects Transmembrane Topology Prediction." *Bioinformatics*, 18(12): 1562-1566.
3. Masami Ikeda, Masafumi Arai, Demlo M. Lao and Toshio Shimizu. 2002. "Transmembrane Topology Prediction Methods: A Re-assessment and Improvement by a Consensus Method Using a Dataset of Experimentally Characterized Transmembrane Topologies." In *Silico Biology*, 2:19-33.
4. Satoshi Mizuta, Takashi Sato, Demlo Lao, Masamilkewda and Toshjio Shimizu. 2001. "Structure Design of Neural Networks Using Genetic Algorithm." *Complex Systems*, 13(2): 161-175.

The UPV Academic Personnel and Fellowships Committee just received a reply from the Editor-in-Chief of *Nexus Journal* about the following:

1. Review Process for acceptance of articles in Nexus Journal
2. Date of the journal's first publication
3. Periodicity of the journal's publication
4. Information on the editorial board members especially their publications

The UP Visayas Academic Personnel Committee, in its 15 April 2009 meeting, recommended waiver of Article 178 in favor of Asst. Prof. Lao, effective 1 June 2009 until 31 October 2009 while the recommendation for the grant of tenure is still being processed.

Board action: **APPROVAL.**

**Request of UP Los Baños Chancellor Luis Rey I. Velasco for Authority to Discuss with Phil-Korea Renewable Energy Corporation the Principles that must be Considered in Drafting a Memorandum of Agreement to Explore the Possibility of Tapping the Geothermal Energy and Biomass within UPLB to Generate Electricity**

The Phil-Korea Renewable Energy Corporation, a Philippine SEC-registered company, has expressed interest to explore the possibility of tapping geothermal energy and biomass within UPLB to generate electricity.

In this connection, Chancellor Luis Rey I. Velasco is requesting authority from the Board to discuss with the interested group the principles that must be considered in drafting a Memorandum of Agreement. It is understood that the Memorandum of Agreement is subject to the approval of the Board.

Board action: **The Board granted the request of the Chancellor but advises him to proceed with caution.**

**Promotion of Dr. Emerlinda R. Roman, Professor of the College of Business Administration, from her current grade rank of Professor 12 (SG 29-8) to the next higher salary grade (SG 31-1) for having received the 2007 Presidential Lingkod Bayan Group Award, Effective 19 September 2007**

The Chancellor of UP Diliman recommends the promotion of Dr. Emerlinda R. Roman, Professor of Business Administration, from her current grade rank of Professor 12 (SG 29-8) to the next higher salary grade (SG 31-1) equivalent to the salary of a University Professor with an annual salary of P586,980. This is by virtue of her being a recipient of the 2007 Lingkod Bayan Group Award from President Gloria Macapagal Arroyo on 19 September 2007.

Among the incentives that are due to Lingkod Bayan Awardees is "automatic promotion to the next higher position suitable to their qualifications and with commensurate salary; provided, that, if there is no next higher position or it is not vacant, said position shall be included in the next budget of the office, except when the creation of a new position would result in distortion in the organizational structure of the department, office or agency. Where there is no next higher position immediately available, a salary increase equivalent to the next higher position shall be given and incorporated in the basic pay."

Board action: **APPROVAL.**

*N.B. The President inhibited herself when the Board tackled this item.*

**Promotion of Dr. Ramon L. Arcadio, Professor of the College of Medicine, UP Manila, from his current grade rank of Professor 12 (SG 29-8) to the next higher salary grade (SG 30-3) for having received the 2008 Presidential Lingkod Bayan Group Award of the School of Health Sciences, Effective 19 September 2008**

The President endorses the promotion of Dr. Ramon L. Arcadio, Professor of College of Medicine, from his current grade rank of Professor 12 (SG 29-8) to the next higher salary grade (SG 30-3) for having received the 2008 Presidential Lingkod Bayan Group Award of the School of Health Sciences, Effective 19 September 2008

Among the incentives that are due to Lingkod Bayan Awardees is "automatic promotion to the next higher position suitable to their qualifications and with commensurate salary; provided, that, if there is no next higher position or it is not vacant, said position shall be included in the next budget of the office, except when the creation of a new position would result in distortion in the organizational structure of the

department, office or agency. Where there is no next higher position immediately available, a salary increase equivalent to the next higher position shall be given and incorporated in the basic pay."

**Board action:** APPROVAL.

**Proposal of Staff Regent Clodualdo E. Cabrera to Grant Special Leave Privileges to those not Covered by the Present Collective Negotiation Agreement (CNA) between UP and the All UP Workers Union**

In the spirit of equity, Staff Regent Clodualdo Cabrera is recommending that those not covered by the CNA between UP and the All UP Workers Union, e.g., executive assistants, division heads of administrative offices be entitled to the following special leave privileges:

- 6 days special leave privilege;
- 3 days job-related sickness privilege; and
- 2 days special leave privilege for nursing mothers.

**Board action:** DEFERRED. The Board wants this studied further.

**Clarification on the Increase in the Annual Award for Professorial Chairs**

At its 1241st meeting held on 27 February 2009, the Board of Regents approved the proposal to increase the annual award for professorial chairs from P30,000 to P50,000, effective 1 July 2009.

The President clarified that the increase is from P30,000/year to a MINIMUM of P50,000/year.

**Board action:** APPROVAL.

**FINANCIAL MATTERS APPROVED**

**Request for Authority to Pay the First Merit Incentive of P5,000.00 for CY 2009 to all Qualified UP Personnel**

The President requests authority to pay the first merit incentive of P5,000.000 for CY 2009 to all qualified UP Personnel.

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

**Board action:** APPROVAL. The Board granted the request of the President for authority to pay the First Merit Incentive of P5,000 for CY 2009 to all qualified UP personnel. The Board also encourages the campuses to pay the merit incentive even to non-UP contractuels, subject to availability of funds.

*The position of Regent Cabrera reads as follows:*

*Sa kasalukuyan ay parami na ng parami ang mga tinatawag na Non-UP Contractual sa iba't-ibang UP campus lalo na sa UPLB, UP Diliman at UP Manila-PGH. Marami sa mga contractual na ito ay umaabot na sa mahigit na sa sampung taon sa serbisyo at gumagampan ng mga regular at mahahalagang papel tulad halimbawa ng pagiging katuwang sa gawaing pananaliksik at administratibong gawain, pagtatanim sa UPLB, pagpapanatili ng seguridad ng ating mga estudyante, guro at kawani. Tulad ng SSB na makikita po natin sa ating academic oval at pangangasiwa ng mga pasyente sa mahihirap nating kababayan sa PGH. Bagamat*

*tinatawag silang Non-UP Contractual hindi ako sumasangayon sa katagang ito sapagkat ang pinaglilingkuran po nila ay ang ating Unibersidad. Kalakhan na rin po ng pondo para sa kanilang sweldo ay buhat sa pondo ng UP MOOE, Trust Fund, Project Fund. Minimum na nga ang sweldong natatanggap nila tulad halimbawa ng SSB na kasama sa nangangasiwa ng ating seguridad sa campus na sumusweldo lamang ng P382 bawat araw, umaabot lamang ito sa buwanang P8,404 wala pa sa kalahati ng ating living wage o nakabubuhay na sweldo. Nasasaklaw rin sila ng no work, no pay na polisiya at bukod pa rito wala silang ibang benefits tulad ng insurance at iba pa. Kaya't iminumungkahi ko po na ang mga tinatawag na Non-UP Contractual na ang pinagkukunan ng sweldo ay mula sa MOOE, Trust Fund, Project Fund at iba pa ay mapagkalooban rin ng cash incentive. Kakayanin namang kunin ito sa mga pondong pinanggagalingan din ng kanilang mga sweldo o di kaya ay magawan ng paraan ng mga Chancellor na nakakasakop sa kanila. Kung hindi naman kakayanin na kasing laki ng matatanggap ng mga regular na empleyado ang cash incentive para sa mga Non-UP contractual ay maari namang kung ano ang kakayaning ibigay ng mga unit. Ang pinakamahalaga po dito ay mabahaginan din sila ng biyayang ating tatanggapin at tinuturing natin silang essential na bahagi ng ating Unibersidad.*

*Chairman Angeles explained that there are guidelines followed in the granting of incentives to government employees. These are prescribed by the Commission on Audit and the Department of Budget and Management. The Board, the Chair said, could not just grant incentives.*

*The President said that this P5,000 merit incentive is UP's. This incentive is given to UP employees for meritorious performance, i.e., the rating should at least be "Satisfactory." Those Non-UP Contractuals include project personnel. President Roman pointed out that if the project has funds for this purpose, UP interposes no objection. In the first place, the President said, UP does not control these projects.*

*Regent Cabrera noted that there are many sources for salaries of the Non-UP Contractuals. Sometimes, the source is the MOOE. The Staff Regent suggested that if the funds for these Non-UP Contractuals would allow it, the University should allow the grant of merit incentive to these employees. If the funds are not adequate enough, then the University should allow the payment of merit incentive depending on what the funds can afford. This should be spelled out in the guidelines issued out by the University, according to Regent Cabrera.*

*The Board took note of the suggestion of Regent Cabrera.*



**Programming of Income of UP Visayas in the Amount of P1,289,748.21, certified as available by the UPV Chief Accountant**

*The programmed income shall be utilized as follows:*

Maintenance & Other Operating Expenses To provide additional funds for repairs and Maintenance	P856,750.00
Equipment Outlay To provide additional funds for the purchase of various pieces of equipment	P432,998.21
<b>Total Programmed Funds</b>	<b>P1,289,748.21</b>

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.

**Reprogramming of UP Manila's prior years' unexpended balances in the amount of PhP40,876,409.57, certified available by the UP Manila Budget and Accounting Offices**

*The reprogrammed unexpended balances shall be utilized as follows:*

Maintenance & Other Operating Expenses To augment the funds of UP Manila for various operating expenses	P15,443,409.57
Equipment Outlay To provide funds for the replacement of a condemned vehicle and for the purchase of various pieces of equipment	P8,100,000.00
Capital Outlay (Infrastructure) To provide funds for various Infrastructure Projects	P17,333,000.00
<b>Total</b>	<b>P40,876,409.57</b>

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.

**Reprogramming of Unexpended Obligations of UP Diliman under the General and Revolving Funds Amounting to PhP35,216,137.85, certified as available by the UP Diliman Accounting and Budget Offices, to be utilized as follows:**

Programs/Projects/Expense Class	Amount
Personal Services To cover obligations for terminal leave and other PS requirements	P5,500,000.00
Maintenance & Other Operating Expenses (MOOE) To augment MOOE needs which include expenses for electricity, water, telephone and other items for the various projects of UP Diliman	P10,216,137.85

Construction Outlay (CO) To provide additional funds to cover on-going and pending infrastructure projects	P15,000,000.00
Equipment Outlay To provide funds for the purchase of computers, laboratory equipment, airconditioning units and other pieces of equipment	P4,500,000.00
<b>TOTAL</b>	<b>P35,216,137.85</b>

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.

## APPOINTMENTS

### UNIVERSITY OFFICIALS

#### UP System

**Prof. ARMIN B. SARTHOU, JR.** as Vice President for Development, effective 1 July 2009 to serve at the pleasure of the President

#### UP Los Baños

**Dr. JOSE E. HERNANDEZ** as Director of the Crop Science Cluster, College of Agriculture, effective 25 June 2009 until 24 June 2012

### APPOINTMENT AS UP SCIENTIST EFFECTIVE 2009-2011

#### For Retention

Name	UP Scientist Rank	CU
Saloma, Caesar	III	UP Diliman
Mendoza, Evelyn Mae	III	UP Los Baños
Azanza, Rhodora	II	UP Diliman
Yap, Maria Helena	II	UP Diliman
Belizario, Vicente	II	UP Manila
Padilla, Carmencita	II	UP Manila
Dimalanta, Carla	I	UP Diliman
Meñez, Marie Antonette	I	UP Diliman
Siringan, Fernando	I	UP Diliman
Mendoza, Teodoro	I	UP Los Baños
Merca, Florinia	I	UP Los Baños

#### For Original Appointment

Name	UP Scientist Rank	CU
Cruz, Rex	II	UP Los Baños
Aliño, Profirio	I	UP Diliman
Barrios, Erniel	I	UP Diliman
Concepcion, Gisela	I	UP Diliman
Galapon, Eric	I	UP Diliman
Monterola, Christopher	I	UP Diliman
Rivera, Windell	I	UP Diliman
Villanoy, Cesar	I	UP Diliman



For Original Appointment

Name	UP Scientist Rank	CU
Bondoc, Orville	I	UP Los Baños
Lit, Merdelyn	I	UP Los Baños
Macandog, Damasa	I	UP Los Baños
Raymundo, Asuncion	I	UP Los Baños
Valdez, Conrado	I	UP Los Baños
Lapitan, Maria Carmela	I	UP Manila
Quiming, Noel	I	UP Manila
Rasco, Eufemio	I	UP Mindanao

It is recommended that the above Scientists be granted the rates of the UP Scientific Productivity Award approved by the BOR in 2008.

**TRANSFER TO PERMANENT STATUS****UP Diliman**

**Prof. Mark Anthony U. Javelosa**, Assistant Professor 1 (Salary Grade 18-1), School of Statistics, effective 25 June 2009

**Prof. Lizamarie C. Olegario**, Assistant Professor 2 (Salary Grade 19-1), College of Education, effective 25 June 2009

**UP Los Baños**

**Prof. Emmanuel V. Dumlao**, Assistant Professor 2 (Salary Grade 19-1), College of Arts and Letters, effective 25 June 2009

**Prof. Rose Jane J. Peras**, Assistant Professor 3 (Salary Grade 19-3), College of Forestry and Natural Resources, effective 25 June 2009

**UP Manila**

**Prof. Jose B. Nevado, Jr.**, Associate Professor 1 (Salary Grade 22-4) (part-time), College of Medicine, effective 25 June 2009

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

**Prof. Carmen A. Abubakar**, as Professor 10 (Salary Grade 29-7), Institute of Islamic Studies, effective 1 June 2009 until 31 May 2010

**Prof. Leonor M. Briones**, as Professor 12 (Salary Grade 29-8), National College of Public Administration and Governance, effective 1 June 2009 until 31 May 2010

**Prof. Emilita L. Cruz**, as Professor 8 (Salary Grade 28-8), College of Social Sciences and Philosophy, effective 1 June 2009 until 31 May 2010

**Prof. Meliton B. Juanico**, as Professor 5 (Salary Grade 27-7), College of Social Sciences and Philosophy, effective 1 June 2009 until 31 May 2010

**Prof. Irma U. Peneyra**, as Associate Professor 6 (Salary Grade 25-4), College of Social Sciences and Philosophy, effective 1 June 2009 until 31 May 2010

**Prof. Carmelo V. Sison**, as Professor 12 (Salary Grade 29-8), College of Law, effective 1 June 2009 until 31 May 2010

**UP Manila**

**Prof. Federico B. Cruz**, as Professor 9 (Salary Grade 28-8), College of Medicine, effective 1 June 2009 until 31 May 2010

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

**Prof. Ma. Vicenta C. Gacutan** as Professorial Lecturer, College of Arts and Sciences, effective 1 June 2009 until 31 October 2009

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

**Prof. Felipe M. De Leon, Jr.** as Professorial Lecturer 4, Asian Institute of Tourism, effective 1 June 2009 until 31 May 2010

**Prof. Frank G. Flores** as Professorial Lecturer 5, College of Arts and Letters, effective 1 June 2009 until 31 May 2010

**Prof. Antonio A. Hidalgo** as Professorial Lecturer 1, College of Arts and Letters, effective 1 June 2009 until 31 May 2010

**Prof. Vivencio R. Jose** as Professorial Lecturer 5, College of Arts and Letters, effective 1 June 2009 until 31 May 2010

**Prof. Ma. Clara V. Ravina** as Professorial Lecturer 5, College of Arts and Letters, effective 1 June 2009 until 31 May 2010

**Prof. Pacifico A. Agabin** as Professorial Lecturer 5, College of Law, effective 1 June 2009 until 31 May 2010

**Prof. Ruben F. Balane** as Professorial Lecturer 5, College of Law, effective 1 June 2009 until 31 May 2010

**Prof. Araceli T. Baviera** as Professorial Lecturer 5, College of Law, effective 1 June 2009 until 31 May 2010

**Prof. Bartolome S. Carale** as Professorial Lecturer 5, College of Law, effective 1 June 2009 until 31 May 2010

**Prof. Tristan A. Catindig** as Professorial Lecturer 3, College of Law, effective 1 June 2009 until 31 May 2010

**Prof. Domingo P. Disini, Jr.** as Professorial Lecturer 5, College of Law, effective 1 June 2009 until 31 May 2010

**Prof. Myrna S. Feliciano** as Professorial Lecturer 5, College of Law, effective 1 June 2009 until 31 May 2010

**Prof. Bartolome C. Fernandez** as Professorial Lecturer 5, College of Law, effective 1 June 2009 until 31 May 2010

**Prof. Jose C. Laureta** as Professorial Lecturer 5, College of Law, effective 1 June 2009 until 31 May 2010

**Prof. Merlin M. Magallona** as Professorial Lecturer 5, College of Law, effective 1 June 2009 until 31 May 2010

**Prof. Vicente V. Mendoza** as Professorial Lecturer 5, College of Law, effective 1 June 2009 until 31 May 2010

**Prof. Serafin U. Salvador, Jr.** as Professorial Lecturer 5, College of Law, effective 1 June 2009 until 31 May 2010

**Prof. Nenita C. Ocampo** as Professorial Lecturer 5, College of Science, effective 1 June 2009 until 31 May 2010

**Prof. Susana D. Livelo** as Professorial Lecturer 5, College of Science, effective 1 June 2009 until 31 May 2010

**Prof. Olivia C. Caoili** as Professorial Lecturer 5, College of Social Sciences and Philosophy, effective 1 June 2009 until 31 May 2010

**Prof. Hans Lenhard** as Visiting Professor, College of Social Sciences and Philosophy, effective 1 June 2009 until 31 May 2010

**REAPPOINTMENT BEYOND  
COMPULSORY RETIREMENT AGE OF 65**

**UP Diliman**

**Prof. Benjamin V. Cariño** as Professorial Lecturer 5, School of Urban and Regional Planning, effective 1 June 2009 until 30 April 2010

**Prof. Rosario S. Del Rosario** as Professorial Lecturer 5, College of Social Work and Development, effective 1 June 2009 until 31 October 2010

**Prof. Jose P. Tabbada** as Professorial Lecturer 3, UP Diliman Extension Program in Pampanga, effective 1 November 2008 until 31 October 2009

**PROFESSORIAL CHAIR/ SCHOLARSHIP PROGRAM  
ESTABLISHED**

**Establishment of the Cesar E.A. Virata-Daikin Industries, Ltd. UP Centennial Professorial Chair at the College of Engineering, UP Diliman**

Donor: Daikin Industries, Limited

Support Fund: PhP1,500,000.00

Awarding Terms:

1. Awards can be drawn from the earnings of the support fund;
2. Available to faculty member(s) of the UP Diliman College of Engineering, preferably those handling mechanical engineering and/or industrial engineering courses; and
3. Related University policies/procedures not inconsistent with the above terms shall apply.

The Chair's support fund is actually part of a total PhP2.5 Million gift from Japan's Daikin Industries, a global giant in the air-conditioning products, in appreciation of the help the honoree (past Dean of UP Diliman College of Business Administration and former Prime Minister) to mediate and settle a pestering dispute between Daikin and its Philippine joint venture partners.

The other parts of the donation set up seed funds for entrepreneurship projects (at UP Diliman College of Business Administration) and for medicine and supplies for Neonatology/Pediatrics at UP Manila-Philippine General Hospital.

Mr. Virata is an alumnus (BSME '52, BSBA CL '52) of the University.

Board action: **APPROVAL.**

**Establishment of the Congressman Manuel N. Mamba Scholarship Program (Phase II) at the UP Open University**

Donor/Grantor: Honorable Manuel N. Mamba, Congressman of the Third District of Cagayan, House of Representatives, Republic of the Philippines

The Grantor would like to establish a Scholarship Program for students admitted in the UPOU programs in science and mathematics to be known as the Congressman Manuel N. Mamba Scholarship Program (Phase II) at the UP Open University.

The Grantor shall provide financial assistance for the implementation of the Scholarship Program to individuals and professionals admitted in UPOU courses/programs covering in full,

the Scholar's tuition, instructional materials, library fee, and other miscellaneous fees that may be incurred for the duration of the whole course/program.

The grantor shall allocate and make available the funds for the implementation of the Scholarship Program at the beginning of every semester and shall continue to do so pending the submission of a Semestral Report and Financial Status Report by UPOU.

Board action: **APPROVAL.**

**MATTERS CONFIRMED BY THE BOARD**

**MEMORANDA OF AGREEMENT**

**UP System**

**Extension of Agreement for Academic Cooperation between the University of the Philippines and Kyushu University, Japan**

Project: Academic Cooperation

Particulars:

The original agreement entered into on 11 August 2004 expires on 11 August 2009 and the parties mutually desire to extend the term of the agreement under the same terms and conditions, as provided for in clause 6, as follows:

"Notwithstanding the foregoing and to the extent feasible, the following forms of cooperation may be further pursued by the Party's own academic programs, research activities and other academic undertakings:

- Joint research;
- Exchange of information, including, but not limited to, research publications; and
- Participation in seminars, lectures and academic meetings.

UP and KYUSHU shall identify specific academic projects that they may decide to undertake collaboratively within the period of effectivity of this MOU. The details and other implementing guidelines shall be agreed upon in writing by the Parties in subsequent specific agreement, which shall form integral part/s of this main MOU.

The terms and conditions concerning intellectual property rights shall be determined by a separate agreement to be concluded by both universities.

Both parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

Accordingly, the parties hereby mutually agree to modify the original agreement by extending its terms for an additional period of five (5) years.

Date signed: March 25, 2009 and May 13, 2009

Effectivity: 11 August 2009

**Memorandum of Agreement between the University of the Philippines and the Province of Aurora**

Project: Completion of Phase I of the Proposed UP Manila-School of Health Sciences Extension Campus in the Province of Aurora through the construction of a two-storey Administration Building and a two-storey Academic Building

Implementing Unit: UP Manila

Particulars:

*Obligation of the University:*

- a. Transfer to the Province the project cost estimated at no more than P20 Million, in accordance with the Schedule of Fund Transfer/Releases as shall be drawn up hereafter, subject to the fund availability and pertinent governments rules and regulations;
- b. Provide such other requirements relevant to the Project, as may be specified by the Province; and
- c. Designate a representative and/or project team to coordinate with the Province on all matters relative to the implementation and completion of the Project.

*Obligation of the Province:*

- a. 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 and providing the University with copies of the documents:
  - a.1. Public Bidding documents, inclusive of Award and Contract entered into the Contractor/Supplier;
  - a.2. Project Program of Work
  - a.3. Project Construction Schedule;
  - a.4. Cash Flow and Monthly Progress Reports of Work, including problems encountered and status of accomplishments; and
  - a.5. Any and all documents pertinent to the project.
- b. Undertake to use the amounts to be released by the University to ensure the completion of the Project;
- c. Obtain and/or otherwise ensure availability/approvals of all pertinent permits and such other requirements in the implementation of the Project;
- d. 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;
- e. 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;
- f. Submit 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;
- g. Submit periodic reports to the University regarding progress of works, problems encountered, construction force, and status of accomplishments;
- h. Evaluate and make recommendation 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;
- i. Prepare, approve and cause the payment of all billings of the contractor/supplier in accordance with the terms of the Contract with notice to the University;
- j. 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;

- k. 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
- l. 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.

*Responsibilities of both Parties:*

- a. Jointly monitor 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; and
- b. 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

Date notarized: 28 May 2009

**UP Diliman**

**Agreement on Academic Cooperation between the University of the Philippines Diliman (UPD) and the College of Natural Sciences, Chungnam National University (CNS-CNU), Korea**

Project: Academic Cooperation

Particulars:

- a. For promotion of academic exchanges in the field of sciences and technology, both institutes share the following activities:
  - a.1. Exchange of students;
  - a.2. Exchange of professors, and organization of bilateral meeting such as lectures, symposia, seminar or workshops;
  - a.3. Implementation of joint research and projects;
  - a.4. Exchange of academic information and materials in the field of common interests; and
  - a.6. Any other form of cooperation which may be agreed upon.
- b. Matters necessary for the implementation of activities based on the agreement including details of funding and expenses shall be negotiated and agreed upon between both institutions concerned and executed accordingly;
- c. Both institutions acknowledge that the visit by faculty and students from one institution to the other shall be subject to the entry and visa regulations of each country and shall comply with the regulations and policies of CNS-CNU and UPD;
- d. Should any collaborative research activity under the agreement result in any potential issue on intellectual property, both Universities shall seek an equitable and fair understanding as to the ownership and other property interests that may arise.

The understanding shall be based on the laws, rules and guidelines implemented in both universities;

- e. The agreement may be amended or modified by a written agreement signed by the representatives of both universities.

Effectivity: Valid for a period of five (5) years and from the date of signature of both universities

Date signed: 23 February 2009

**Memorandum of Agreement between the University of the Philippines Diliman, through the Marine Science Institute (UP-MSI) and the Nadaoka Laboratory of the Tokyo Institute of Technology (Nadaoka Lab/Tokyo Tech), Tokyo**

Project: Conservation Strategy Based on Regional Reef Connectivity and Environmental Load Assessment in Southeast and West Pacific Region (SEA-WP)

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

Particulars:

*The Nadaoka Lab/Tokyo Technology shall:*

- a. Serve as over-all coordinator of the project, which shall involve participants from institutions listed in the project summary;
- b. Liaise with pertinent agencies to facilitate obtaining the permits required for the collection of the samples in the Philippines;
- c. Provide the funds for accommodations, allowances, chemicals, supplies, travel and incidental expenses associated with the sampling and research works of professors, researchers, students, and visitors from Nadaoka Lab/Tokyo Tech and the collaborating institutions;
- d. Make available the resulting data for UP-MSI in return for the provision of the pro-bono staff time and support being offered by UP-MSI; and
- e. Respect any advice/directive given by UP-MSI that relates to interaction with the local communities in the Philippines and any cultural aspects of the work.

*The UP-MSI shall:*

- a. Provide technical expertise and collaboration in the conduct of the research project and in the preparation of project outputs, including reports and publications in the spirit of the partnership;
- b. Provide the access with temporal use for the project members to facilitate of the UP-MSI both in Diliman, Quezon City and in the Bolinao Marine Laboratory;
- c. Provide assistance in the form of staff time and facilitation to Nadaoka Lab/Tokyo Tech in the course of the activities associated with the project;
- d. Arrange for accommodations for the professors, researchers, students, and visitors during the duration of their stay, the expense of which will be paid by Nadaoka Lab/Tokyo Tech;
- e. Link Nadaoka Lab/Tokyo Tech with suppliers and service providers for goods and services they will require for the conduct of the project in the Philippines and provide Nadaoka Lab/Tokyo Tech cost estimates; and
- f. Facilitate as far as possible the necessary clearance from the Philippine government authorities for the collection of the samples in the Philippines and obtaining the permits required

for the export of samples collected in Philippines in the framework of this project.

Effectivity: Effective 1 April 2009 and shall continue in full implementation until 31 March 2011

Date signed: 19 May 2009

**Memorandum of Understanding between the University of the Philippines Diliman and the Agencia España De Cooperacion International (AECID)**

Project: Concession of aid to MAEC-AECID Spanish Lectureship

Particulars:

- a. The Department of Cultural Scientific Relations (DCSR) of AECID under the Ministry of Foreign Affairs and Cooperation (MAEC), through the Embassy of Spain, shall propose a candidate for the position of Spanish professor in the UP between the existing petitioners;
- b. Said Spanish professor should be expressly accepted by the University in writing addressed to the DCSR, adopting the profile and functions defined by the University;
- c. The Spanish professor shall also assume functions of cultural nature in collaboration with the Embassy in the framework of the University, without detriment to the normal carrying out of his academic duties;
- d. The Spanish professor may request an annual renewal of his/her contract to the DCSR and the UP up to a maximum term of three academic courses in all;
- e. The University shall sign contract with the Spanish professor upon immediate designation to his/her academic position, which will include, in this case, facilitation of lodging, a local monthly salary, training, and other facilities;
- f. The DCSR shall grant the Spanish professor complementary monthly assistance, medical insurance and travel assistance, according to the bases of the relevant Call for Applications published in the Official State Bulletin;
- g. The University commits to provide the Spanish lecturer with facilitation assistance for his/her residence and permits or other corresponding requirements by the country's authorities, to allow his immediate designation to his/her academic position;
- h. The DCSR, through the Embassy of Spain, shall send the appropriate bibliographic materials in Spanish, contributing in the measure of budgetary provisions with which the Spanish Department is properly equipped; and
- i. The University may acknowledge the Spanish Diploma as Foreign Language (DELE) providing the implementation of exams which would lead to the attainment of said Diplomas, in the conditions agreed upon with the Instituto Cervantes.

Period of Contract: The MOU "shall have a term for a minimum initial cycle of three courses and a maximum of three (3) cycles corresponding to nine courses, without prejudice to the AECID through the Embassy, or the University, indicating at any time in writing the cancellation of commitments acquired."

Date signed: 30 May 2009



**Memorandum of Agreement between the University of the Philippines Diliman and the Social Security System (SSS)**

Project: Mandatory Continuing Legal Education (MCLE) Compliance Program for the Lawyers of the Social Security System (SSS) and the Social Security Commission (SSC)

Implementing Unit: College of Law, UP Diliman

Amount: P5,000.00 per participant for five (5) days or P1,000.00 per day per participant

Particulars:

- a. The Parties will jointly conduct the Program for the members of the bar who are employees and officials of SSS and SSC. For this purpose, the parties shall agree upon the specific topics, the lecturers and the schedule of the seminar;
- b. UP shall take charge of the design of the modules and of their implementation and the accreditation by the MCLE office, deploying its resources for the purpose. UP shall also be responsible for inviting the selected lecturers, providing honoraria for said lecturers; preparing sufficient seminar materials for at least sixty (60) participants; facilitating the issuance of MCLE Compliance Certificates and delivering to SSS the said Compliance Certificates; and
- c. SSS shall take charge of the identification of the participants and their invitation to Program, as well as the choice of venue and the accommodation of the participants.

Effectivity: A total of five (5) whole-day sessions shall be conducted on April 17 and 24, May 8, 15 and 22, 2009

Date notarized: 15 May 2009

**Memorandum of Agreement between the University of the Philippines Diliman and the Presidential Anti-Graft Commission (PAGC)**

Project: Mandatory Continuing Legal Education (MCLE) Training Services

Implementing Unit: College of Law, UP Diliman

Particulars:

- a. The Parties will jointly conduct a series of legal trainings and seminars for PAGC personnel, which will simultaneously be applied by the lawyers of PAGC as compliance with the requirement of MCLE for the members of the bar. For this purpose, the parties shall agree upon the specific topics, the lecturers and the schedule of the seminar;
- b. UP shall take charge of the design of the modules and of their implementation and the accreditation by the MCLE office, deploying its resources for the purpose. UP shall also be responsible for inviting the selected lecturers, providing honoraria for said lecturers; preparing sufficient seminar materials for at least twenty one (21) participants; and
- c. The PAGC shall take charge of the identification of the participants and their invitation to the MCLE Compliance Program, as well as the choice of venue and the accommodation of the participants, if necessary.

Effectivity: A total of four (4) whole-day sessions conducted on 8 December 2008, 28-30 January 2009

Date notarized: 23 March 2009

**UP Manila**

**Memorandum of Agreement between the University of the Philippines Manila and the Department of Education (DepEd)**

Project: Establishment and implementation of a 12-month Graduate Scholarship Program leading to a Degree of Master of Public Health (MPH) for SY 2008-2009

Particulars:

*The DepEd agrees to:*

- a. Select/screen the health/nutrition personnel who will be the recipient of the program;
- b. Promulgate the necessary rules and regulations for the grant of each scholarship and the terms of conditions thereof;
- c. Provide stipend for health/nutrition personnel-scholars who will participate in the program;
- d. Provide funds for payment of tuition and other school fees, management fees plus overhead fee (15% of the total amount) in the amount of P37,433.00; and
- e. Remit the amount due directly to the UP-CPH in two installments as follows:

1st Sem	= P19,504.50 - CPH
2nd Sem and Summer	= P17,938.50

*UP Manila through UP-CPH agrees to:*

- a. Provide a graduate program in Master in Public Health;
- b. Provide the venue, facilities, competent faculty and academic resources for the duration of the program; and
- c. Award the Diploma for the degree of Master in Public Health to the scholar after completion of all academic and other requirements of the program.

Effectivity: Effective immediately upon the date of signature by the parties and shall be valid and in force for a maximum period of three (3) years

Date signed: 26 February 2009

**OTHER MATTERS**

**Letter of Mayor Caesar P. Perez, Municipal Government of Los Baños, Dated 20 February 2007, Addressed to the Board of Regents Requesting Permission to Construct a 2-storey, Six-Classroom Building in a 300 sq. m. Area within the 1,988 sq. m. Portion of the UPLB Limnological Station in Brgy. Mayondon, Los Baños, Laguna**

Mayor Caesar P. Perez, Mayor of the Municipality of Los Baños is requesting permission to construct a 2-storey, six classroom building in a 300 square meter area within the 1,988 square meter portion of the UP Los Baños Limnological Station in Barangay Mayondon, Los Baños Laguna.

By way of background, on October 24, 2002, the Municipality of Los Baños entered into a Memorandum of Agreement with UP Los Baños that allowed the municipality to use a 1,988 square meter portion of the UPLB Limnological Station, free of charge, for its Day Care Center, Mayondon Sports Complex and Rural Improvement Club buildings. The MOA, which was effective for three (3) years from its execution, renewable for periods of three (3) years each, specifically provided that no other structures would be allowed to be constructed in the area.

The first MOA expired in October 2005, and the process of renewing it was initiated in December 2005. Mayor Perez's position in early 2006 was to revise the MOA to allow the construction of the aforementioned school building. This was deliberated upon extensively by the UPLB Land Use Management Committee and the Management of the UPLB Limnological Station, vis-à-vis the move to come up with a development plan for the entire 4-hectare station, which had been beset with problems of informal settlers and bogus private land titles. The recommended position was not to favor the said revision. The same was communicated to Mayor Perez, who, by early October 2006, was amenable to retain the earlier provision that no other building or major structure shall be constructed in the area.

However, while UPLB was in the process of finalizing the renewal of the MOA, Mayor Perez wrote the BOR through the UPLB Chancellor, requesting again that the Municipality of Los Baños be allowed to construct the 2-storey, 6-classroom building. This request, indicating that the Mayor had reinstated his earlier position, somehow stalled the renewal of the MOA, such that to date, the current use of the area by the Municipality of Los Baños is no longer covered by a valid Agreement.

**Board action: The Board denied the request of Mayor Caesar P. Perez**

#### **UP Manila Campus Development Master Plan: Towards a Fully Integrated Master - Planned UP Manila Community**

The main UP Manila campus is located right along Taft Avenue in the middle of Metro Manila. It occupies a land area of 14.46 hectares, occupying approximately two city blocks in the Ermita district. It is bounded on the east by Taft Avenue, Padre Faura Street on the north, Pedro Gil Street on the south and Adriatico Street on the west.

The UP Manila Campus Development Master Plan follows a development framework and vision for a progressive, sustainable and environment-friendly educational institution and community.

Set within the area surrounded by government buildings, commercial establishments and other institutions of learning, this master plan has been drawn for an integrated campus with projects that are undergoing construction, are near completion or are on the drawing board. Because the campus is small compared to other UP campuses, future physical development shall be towards vertical expansion with interconnected buildings that will still show the maximization of open spaces and gardens.

All features of UP Manila for the present and future are now tied into the master plan which provides the framework and guidelines for a green and environmentally-friendly campus for the country's premier health sciences center.

The present University of the Philippines Manila campus has nine (9) degree granting units; eight of which are located in the UP Manila main campus: the College of Allied Medical Professions, College of Arts and Sciences, College of Dentistry, College of Medicine, College of Nursing, College of Pharmacy, College of Public Health, National Teacher Training Center for Health Professions. Other major units include the Philippine General Hospital and the National Institutes of Health. The School of Health Sciences is located in Palo,

Leyte with an extension campus in Baler, Aurora.

The whole campus can be divided into three major zones, the southeast zone, the northwest zone and the central zone. The different colleges and institutes are found in the southeast zone. The zone is composed of four four-storey buildings, four three-storey buildings, nine two-storey buildings and the rest are one-storey structures with a total of twenty-two buildings.

In the northeast zone are the Rizal Hall, Gusaling Andres Bonifacio, the UP Main Building Cluster, the old College of Dentistry and the Campus Planning Development and Maintenance Office (CPDMO). In this zone are two four-storey buildings, three three-storey buildings and the rest are one-storey structures with a total of seven buildings. In the central zone is the Philippine General Hospital, consisting of thirty-one buildings.

The guiding principles and master development framework were thoroughly discussed during consultations. All units including the Philippine General Hospital (PGH) and the National Institutes of Health (NIH) were asked to submit their respective projects which are being conceptualized and proposed. The final consolidated draft of the Master Plan was later presented to and approved by the Chancellor's Advisory Council (CAC).

#### Master Development Framework

In conceptualizing the developmental framework of the UP Manila campus it is important to consider the following basic points:

1. Institutional identity as a learning institution for the health sciences, and as constituent university of the University of the Philippines;
2. Historical heritage as the birthplace of the University of the Philippines with an architectural legacy of neo-classical structures;
3. Community aspiration for a green, healthy and integrated campus; and
4. Collective responsibility towards protection and conservation of the environment.

#### Land Use Policies

1. Land use must contribute to the enhancement of learning and the effectivity and efficiency of service.
2. The architecture of historical buildings must be preserved in conformity with guidelines set by the National Historical Institute. Future development should be in harmony with this architectural character.
3. Existing open spaces must be preserved. New structures must be replacement of old ones or a vertical addition to existing ones.
4. Campus development must be supportive of a "walking campus." Multi-level parking buildings should be strategically located near entrances so that the campus is restricted for pedestrians.
5. Development should contribute to a distinct "place recognition" for UP Manila
  - 5.1. The perimeter of the campus should create a visual image of the entire university.
  - 5.2. Entrances/gateways should reflect the UP Manila architectural design.
  - 5.3. UP Manila shall adopt a color scheme for all buildings and structures.
6. Development should bring about eco-friendly buildings using energy-efficient, public health promoting technologies and construction materials.

- 6.1. "Green designs" shall be promoted in line with UP Manila's mission to promote health-ecological protection.
- 6.2. Trees must be respected like the old historical buildings.

**Board action:** DEFERRED. The Board requests the Chancellor of UP Manila to present this Master Plan in its next meeting.

#### Confirmation of Promotions Approved by the President

At its 1243rd meeting held on 29 May 2009, the Board of Regents gave the President authority to approve promotions. This is to meet deadlines set by the Department of Budget and Management. The grant of authority is with the understanding that those at the Professor level and SG 26 for the non-teaching staff shall be subject to confirmation by the Board of Regents:

1. UP Los Baños
2. UP Manila
3. UP Open University
4. UP Mindanao

**Board action:** CONFIRMATION.

*N.B. Faculty Regent Taguiwalo inquired why there is no corresponding salary increase for those promoted from Professor 11 to Professor 12.*

*President Roman pointed out that the salary of a Professor 11 is the same as the salary of a Professor 12. This, the President said, is what is provided for in the Salary Standardization Law. Cases like this are covered by the "Sagad" Award.*

*The Chair announced the approval of SSL III by President Arroyo before she left for Japan and Brazil. This new law provides increases to government employees for the next four (4) years.*

*While many are looking forward to the implementation of SSL III, the President informed the Board that she just got feedback from the Union that the increase is high only for those in higher salary grade levels.*

*Staff Regent Cabrera attested to the statement of the President. He said that for those in Salary Grades 1 to 9 the increase is only about P700 and those in the higher grades would get higher salary increases.*

*Chairman Angeles proposed that a position paper on SSL III be prepared in this regard. He said he would endorse such paper to President Arroyo for possible amendment of SSL III.*

*Regent Taguiwalo said that she is happy that the Chair himself is concerned on how the New Law can be further improved.*

*The Chair instructed Atty. Carmelita Yadao-Sison of CHED to look into this concern.*

*On a related note, Staff Regent Cabrera requested the President if he could be furnished a listing of UP employees whose items are deviated.*

#### **On Resolution No. 2009-019 from the Sangguniang Bayan of Miag-ao, Iloilo Requesting UP Visayas to Trim or Cut Coconut Palm Trees Overhanging the National Highway Especially those in Barangay Mambatad, Miag-ao**

Based on the report and inventory conducted by the UP Visayas Site Development and Reforestation Project personnel, there are 34 hills ageing from more or less 50-60 years old and 5 hills ageing from more or less 20-30 years old along national highway in Barangay Mambatad, Miag-ao.

In view of this, the request of the Sangguniang Bayan of Miag-ao is valid considering that public safety concerns have been raised - fallen dried coconut fruits and leaves pose danger to the lives of commuters or vehicles passing the national highway. In the event that a commuter or vehicle shall be hit by the fallen coconut fruits and

leaves, the University shall be held liable for damages since the coconut trees belong to the latter. Therefore, UP Visayas would like to request approval from the Board to cut down these trees that pose danger to the community.

**Board action:** APPROVAL.

#### **Request of President Emerlinda R. Roman for Authority to Travel to Tsukuba, Japan from September 27 to October 3, 2009, to Attend the Board of Trustees Meeting of the International Rice Research Institute**

The President requests permission to travel to Tsukuba, Japan from September 27 to October 3, 2009, to attend the Board of Trustees Meeting of the International Rice Research Institute (IRRI) of which the UP President is ex-officio member.

Except for her salary for the period and the usual pre-travel allowance, there will be no other government expense involved in this trip because IRRI will cover everything.

The President also requests permission to use her official passport and be exempted from travel tax.

**Board action:** APPROVAL.

#### **New Site of the Proposed IE-ME Building**

The President endorsed the decision of UP Diliman to construct the Industrial Engineering and Operations Research-Mechanical Engineering (IE-ME) building in the present location of the German Yia Hall, at the back of the National Engineering Center (NEC).

The original site for the IE/ME building was the area presently occupied by the UP Tennis Club. This was in the proposal submitted to Congress and to the Department of Budget and Management for funding. However, the UP Diliman Land Use Plan approved by the Board of Regents in 1994 specifies that the area presently occupied by the UP Tennis Club is for the future use of the Arts and Humanities cluster. After a series of consultations with the College of Engineering and the deans of the colleges comprising the Arts and Humanities cluster, UP Diliman has reached a compromise decision to build the IE/ME building in the present location occupied by Yia Hall.

The ME Department and the IE Department have new laboratories in Melchor Hall which are essential to the science and technology thrusts of the country. The ME Department has the Vehicle Research and Testing Laboratory. It is also going to be the Biofuels Center as stipulated in the Clean Air Act. The IE Department, on the other hand, has a Human Factors Laboratory that answers the need of the country for work places and products that take human factors into account. The proximity of Yia Hall is an important consideration to locate the IE/ME building in the site of Yia Hall.

The construction of the IE/ME building is a component of the priority project of President Gloria Macapagal Arroyo for the Engineering Research and Development for Technology (ERDT). UP Diliman has experienced a lot of delay already as it had to resolve the matter of the exact location for the building. In fact, the Campus has already gone through a bidding process for the architectural design for the building.

While the original 1994 UP Diliman Land Use Plan also stipulates that the College of Engineering transfer to the area near the College of Science Complex, the fact is there had been developments in the present site of the College of Engineering (Melchor Hall, NEC, and other existing structures) that do not make it rational for the whole engineering complex to be transferred in the location stipulated in the 1994 Land use Plan.

The Yia Hall was donated by an ME alumnus. To honor the donor, UP Diliman will be naming the ME Wing of the new building after Engr. German Yia.

Chancellor Sergio S. Cao requests that UP Diliman be allowed to proceed with the construction of the IE/ME building in the area where the Yia Hall is presently located.

**Board action: APPROVAL.**

*N.B. Faculty Regent Taguivala called the attention of the Board to the letter dated 24 June 2009 of former Chancellor Ernesto G. Tabujara. The latter was written in behalf of his colleagues who are retired professors and researchers of the College of Engineering, and former administrators and officials of the University and of the National Government. Dr. Tabujara said that he is submitting the group's individual and collective objections to the plan of the College of Engineering administrators to construct a new ME/IE Building at the present site of the German Yia Hall.*

*On 8 June 2008, according to the Tabujara letter, their group has submitted a petition to Dean Rowena Cristina Guevara requesting a reconsideration of the plan because it does not conform to the UP Diliman Land Use Plan approved by the Board of Regents on 23 June 1994.*

*The group of Dr. Tabujara has made representations with the UP Diliman Development and Planning Committee, which according to Dr. Tabujara has sustained their position in a Resolution dated 17 July 2008, to wit:*

*"The DPC stressed that both the tennis courts and the proposed Mechanical/Industrial Engineering Building are not conforming ... and the DPC affirmed, further that in accordance with the approved Land Use Plan, all Engineering units shall be located at the designated Engineering Complex, South side, UP Diliman campus."*

*Chancellor Cao informed the Board that the original proposal submitted and which was eventually funded by the National Government indicated that the proposed building is to be constructed in the area where the Tennis Court is situated. UP Diliman, however, has decided that the proposed building be built at the area of the National Engineering Center (NEC) which is right beside the Engineering Building.*

*Chancellor Cao said that he is aware of the petition of the group of Dr. Tabujara. This petition cited an original Land Use Plan which includes a Comprehensive Plan for Engineering where the College of Engineering is supposed to be transferred to the area along C.P. Garcia and near the College of Science. This plan, for the most part, is actually being implemented. Some of the Engineering Departments/Institutes are being constructed in that area. But the College of Engineering in its present location has also been improved/rehabilitated. A number of laboratories have also been constructed. The NEC and the National Center for Transportation Studies are also in this site.*

*President Roman explained that the plan then in 1994 was to uproot the College of Engineering and transfer it to the proposed Engineering Complex. Its current location will give way to the Arts and Humanities Cluster which will include the College of Music, UP Theater, Film Center and College of Architecture.*

*Given available funding, the President said that she does not foresee that the entire College of Engineering could be transferred to the planned Engineering Complex.*

*Chancellor Cao explained that many of the components of the Land Use Plan have not really been put in place because of lack of funding. He made it clear that the Plans for the Science Complex and the Engineering Complex, with the approval of the University have*

*been submitted to Congress and to President Gloria Macapagal Arroyo.*

*Because UP Diliman does not want to delay the project as the funding is already available, it has to find a compromise site which is the one being proposed. The Chancellor said the University would be disadvantaged if this issue is not resolved immediately. The Plan, according to the Chancellor is a dynamic one. It has to adjust to changes. If the original plan, for instance is pursued, the Executive House will be demolished to give way to the Engineering Complex.*

*Chairman Angeles proposed that the Land Use Plan be revisited first so the exact location for the IE/ME building could be pinpointed.*

*Regent Gonzalez pointed out that the money for the proposed building is already with the University. It may not look good if the University officials go back to the President of the Philippines and inform her that the money has not been used due to inability to find a good site for the IE/ME Building. The Regent said that the University has its experts who have identified the best site for this building.*

*The President informed the Board that the present Dean of the College of Engineering is under pressure to deliver by 2010. Since the Land Use Plan of 1994 was approved by the Board, it can also amend such plan.*

*Chancellor Cao informed the Board that he had a series of consultations on this particular issue. A consensus has been reached on the site where the IE/ME Building will be built. The results of the consultation and the collective wisdom of those who are presently in the College and in the University cannot be ignored.*

*Regent Tiongco articulated the need to do a comprehensive zoning again if the zoning in 1994 is already obsolete. He said that the University should not follow the defects of Cities and Municipalities, in relation to zoning. It should be a new zoning that should be followed by all.*

*The previous zoning, according to Chancellor Cao is disciplinary, e.g., Engineering, Arts, Social Sciences, etc. The University is now multidisciplinary. In fact, the zoning, Dr. Cao said, should be academic zone versus commercial zone, versus housing.*

*Regent Tiongco pointed out that he has no objection to the proposal. But, he said that there should be a general design to be able to have an intelligent and rational zoning for the University. He then requested that Chancellor Cao present a comprehensive zoning proposal in the next meeting of the Board.*

*Chair Angeles requested Chancellor Cao to draft the response to Dr. Tabujara's letter.*

**Letter of Senator Juan Ponce Enrile dated 22 June 2009 to the Board of Regents endorsing the letter of Governor Daisy P. Avance Fuentes of the Province of South Cotabato on the Proposed Establishment of the UP School of Health Sciences in Koronadal City**

*In the aforementioned letter, Gov. Avance Fuentes explained that the UP administration has "decided to forego with the project because of the unstable peace and order situation in the surrounding provinces."*

*Being the sponsor of the amendment to include an amount of P20 Million for the said project in Koronadal City, which has been incorporated under item B.I.K. on page 243 of the 2009 General Appropriations Act, Senator Enrile would like to reiterate his support for this endeavor, knowing that it would not only immediately generate employment and economic activities in the region. More importantly, it would also help address the health concerns of the people in Central Mindanao as well as neighboring regions.*

*Senator Enrile mentioned in his letter that he visited the area recently and evidently, the security situation in the region should not be a source of alarm at all. Koronadal City and the rest of Central Mindanao are even more peaceful and orderly than Metro Manila. Senator Enrile urges the Board of Regents to reconsider its decisions*



and, instead, proceed with the original plan to establish the proposed Extension Campus of the UP SHS in Koronadal City.

**Board action:** The Board agreed to refer this back to the UP Manila Chancellor for appropriate action.

### **On the Abduction and Disappearance of UP Students Karen Empeño and Sherlyn Cadapan**

Faculty Regent Taguiwalo informed the Board that it has been three years when two UP students were reported abducted. The President herself wrote a letter of concern on this. Regent Taguiwalo shared with the Board the following Resolution approved by the UP Diliman University Council on 12 July 2006:

**Resolution on the Abduction and Disappearance  
of UP Students Karen Empeño and Sherlyn Cadapan  
Approved by the UP Diliman University Council  
12 July 2006**

*The University Council expresses great concern that government authorities have not yet produced indications of the whereabouts of two UP Diliman undergraduate students, Ms. Karen Empeño of the Sociology Department of the College of Social Sciences and Philosophy and Ms. Sherlyn Cadapan of the College of Human Kinetics.*

*It is now ten days since President Emerlinda R. Roman wrote a letter to the Department of Interior and Local Government Secretary Ronaldo Puno and to the Department of National Defense Secretary Avelino J. Cruz requesting their assistance in locating the two students. In the letter, President Roman described the circumstances attending the abduction of the two students: 'According to raw reports reaching my office, six or more masked armed men forcibly took them at about 2:00 in the morning of Monday, June 26, 2006, in Purok 6, Barangay San Miguel, Hagonoy, Bulacan. The masked armed men were using long guns and apparently did not show any court order for their physical detention. We were also informed that Karen was asked to remove her shirt. They used this shirt to blindfold her. Sherlyn is pregnant. The women were then forced into a vehicle that proceeded in the direction of Iba, Hagonoy.'*

*We would like to emphasize that whatever the motives and circumstances behind it and whether it is carried out by private persons or by persons connected with government, abduction is always illegal and punishable by law, aside from being a violation of the victim's human rights.*

*We are greatly concerned that they may be victims of the wave of extra-judicial executions and forced disappearances associated with the elements of the security and defense establishments. Indeed, we fear for their lives.*

*We would therefore wish to support and reiterate President Roman's request to Secretary Puno and other government authorities that they immediately furnish us with information of the whereabouts of Ms. Empeño and Ms. Cadapan, provide them with medical and legal assistance, and release them to the care of the University as soon as possible. We consider the continuing silence of the authorities in this matter of life and death to be inexcusable and a betrayal of the public trust.*

*In conclusion, we would like to repeat President Roman's words to Secretary Puno: "We know that you share with us a commitment to the spirit of the UN General Assembly's 'Declaration on the Protection of all Persons from Enforced Disappearance' (Resolution 47/133 of December 18, 1992). We also know that the acts done by masked armed men are criminally*

*punishable under our laws. Most of all, as parents committed to teaching the virtues of valuing human dignity, we are certain that you could address the matter with empathy."*

**Board action:** NOTED.

*N.B. Chairman Angeles promised that he would follow up this matter with the National Bureau of Investigation.*

### **Collection of Student Fees at UP Los Baños**

The non-collection of Student Fees, i.e., fees for the USC and the UPLB *Perspective* was presented to the Board at its meeting in May 200. Student Regent-Elect Charisse Bañez informed the Board that effective 2 June 2009, first day of the general registration in UP Los Baños, the administration no longer collected the USC semestral fee and the student fee for the UPLB *Perspective*. In this regard, Ms. Bañez has sought the opinion of Vice President for Legal Affairs Theodore Te.

Faculty Regent Taguiwalo proposed that a Committee be created by the Board to look further into this concern. She suggested that Vice President Te be made part of this Committee.

Vice President Te pointed out that there is no more need for a Committee. He has met separately with the parties concerned, i.e., SR-Elect Bañez, OSA Director Vivian Gonzales, the UPLB USC and the UPLB *Perspective*. The drafts of the Interim Agreement on the Collection of Student Fund for the UPLB University Council and the Interim Agreement on the Collection of Student Fund for the UPLB *Perspective* have been signed by the students. These will be submitted to the OSA Director for her consideration and presentation to the Chancellor. Vice President Te said that he has explained to her the necessity of collecting the fees, otherwise the UPLB University Council and the UPLB *Perspective* will not have funds.

Student Regent-Elect Bañez pointed out that whatever happens, the Student Fees will have to be collected since these are necessary for the daily operations of the USC and the Campus Paper. She said that they would hold the UPLB Administration accountable for this.

Vice President Te informed the Board that he is already finalizing his memorandum on this concern which is addressed to the Student Regent-Elect, the Chancellor of UPLB and the Director of the Office of Student Affairs of UP Los Baños.

**Update:** The aforementioned memorandum, Memorandum No. TOT-2009-092, dated 24 June 2009, was received by the Office of the Secretary of the University and of the Board of Regents on 26 June 2009. In said Memorandum, Vice President Te reiterated his opinion conveyed through a telephone conversation with Chancellor Luis Rey I. Velasco that the "UPLB Administration should continue collection of the P45.50 for the student fund during registration subject to the conclusion of an Agreement to govern the disposition, accounting and handling of such funds by the UPLB USC and the UPLB *Perspective*."

### **On the Case of Ms. Ma. Enedina E. Oaferina**

Staff Regent Cabrera brought to the attention of the Board the resolution of the Civil Service Commission on the appeal of Ms. Ma. Enedina E. Oaferina.

Records show that Ms. Oaferina was dropped from the rolls of UP Manila for being on absence without official leave, which was approved by then UP Manila Chancellor Marita V.T. Reyes on 4

February 2005. Ms. Oaferina appealed the resolution to UP President Dr. Emerlinda R. Roman, but the latter sustained UP Manila in her Decision dated 31 July 2006. She appealed to the Board of Regents but the latter denied her appeal on 24 November 2006. Thereafter, she appealed her case to the Civil Service Commission (CSC), which denied her appeal in Resolution No. 09-0091 dated 14 January 2009. Thereafter, she filed her motion for reconsideration before the CSC.

However, on 02 June 2009, the Office of the Chancellor of UP Manila received a copy of Resolution No. 090659 dated 11 May 2009 of the CSC reversing its earlier resolution and directing the reinstatement of Ms. Oaferina, to wit:

“WHEREFORE, the motion for reconsideration of Ms. Enedina E. Oaferina is hereby GRANTED. Accordingly, the CSC Resolution No. 09-0091 dated January 14, 2009 of the Civil Service Commission, which affirmed the Decision dated November 24, 2006 of the Board of Regents, University of the Philippines, dropping her from the rolls for being absent without approved leave is REVERSED AND SET ASIDE. Accordingly, Oaferina is reinstated to her former position with payment of back salaries and other benefits computed from the time she was dropped from the rolls up to actual reinstatement.”

The Staff Regent is requesting that the University desist from filing a Motion for Reconsideration.

Vice President Te informed the Board that the University is exhausting all its legal remedies. To date, the handling lawyers of the case have already filed the required Motion for Reconsideration.

UP Manila, according to Vice President Te, need not implement the CSC Resolution yet, that is, no reinstatement and payment of back wages yet for Ms. Oaferina.

In the event that CSC denies UP’s motion for the reconsideration of the resolution, it is only then that UP Manila is bound to reinstate Ms. Oaferina back to work, even if UP elevates the case before the Court of Appeals. This is clear under Sec. 82, Rule VI, Uniform Rules on Administrative Cases, to wit:

“Section 82. Effect of Pendency of Petition for Review/ Certiorary with the Court. – The filing and pendency of a petition for review with the Court of Appeals or certiorari with the Supreme Court shall not stop the execution of the final decision of the Commission unless the Court issues a restraining order or an injunction.”

## MATTERS FOR INFORMATION OF THE BOARD

### UP Visayas’ Graduate Trimestral Calendar for AY 2009-2010

The Academic Calendar was approved by the President by virtue of the authority delegated to her by the Board of Regents.

### Request of the Chancellor of UP Manila for Authority to Postpone the Opening of Classes from 8 June 2009 to 15 June 2009

UP Manila has postponed the opening of classes from 8 June 2009 to 15 June 2009. This request is an effort to prevent the spread of the Novel Influeza A (H1N1) virus in UP Manila.

A significant percentage of the students at UP Manila (e.g., 80-100 students from the College of Medicine) spent their vacation abroad. It was observed that many of those students who just arrived from abroad are now mingling with the rest of the students.

The President, by virtue of the authority granted her by the Board of Regents, approved this request.

### Request of the Chancellor of UP Visayas for Authority to Postpone the Opening of Classes from 8 June 2009 to 15 June 2009

UP Visayas requested permission to postpone classes in all UPV campuses, including the UPV High School from 8 June 2009 to 15 June 2009.

The UP Visayas would like to synchronize the opening with the other constituent universities of UP System and to give ample preparations for the smooth opening of classes for SY 2009-2010.

The President, by virtue of the authority granted her by the Board of Regent, approved this request.

### Memorandum from the CHED Chairman dated June 8, 2009 on the attendance of CHED Regional Directors as Resource Persons to the BOR/BOT Meetings of State Universities and Colleges

## DEEDS OF DONATION

### UP Foundation, Inc.

### Deed of Donation between the University of the Philippines Foundation, Inc. (Donee) and Daikin Industries, Ltd. (Donor)

Donation: PhP2,500,000.00

Project: Establishment of the Cesar E.A. Virata – Daikin Industries, Ltd. UP Centennial Professorial Chair

Particulars:

- a. The donation shall be used as follows:
  - Philippine Pesos: Exactly 1,500,000.00 to support the establishment and awarding of a professional chair to be known as the Cesar E.A. Virata –Daikin Industries, Ltd. UP Centennial Professorial Chair at the College of Engineering, UP Diliman;
  - Philippine Pesos: Exactly P500,000.00 to establish the Cesar E.A. Virata – Daikin Industries, Ltd. Entrepreneurship Seed Fund to support entrepreneurial projects originating from the College of Business Administration, UP Diliman; and
  - Philippine Pesos: Exactly P500,000.00 to establish the Cesar E.A. Virata – Daikin Industries, Ltd. Philippine General Hospital Assistance Fund to help support the Section of Neonatology, Department of Pediatrics, Philippine General Hospital, UP Manila
- b. The donee shall manage the donation and only its earnings may be used in awarding the Cesar E.A. Virata – Daikin Industries, Ltd. UP Centennial Professorial Chair, in supporting projects corresponding to the Cesar E.A. Virata – Daikin Industries, Ltd. Entrepreneurship Fund and in funding the acquisition of medicine and/or medical supplies needed by the Section of Neonatology, Department of Pediatrics, Philippine General Hospital, University of the Philippines as indicated in the deed.
- c. The Cesar E.A. Virata – Daikin Industries, Ltd. UP Centennial Professorial Chair shall be awarded in accordance with the applicable policies and guidelines of the University of the Philippines in effect as of such awarding, preferably to professors teaching mechanical engineering and/or industrial engineering subjects, not inconsistent with the above-enumerated terms;
- d. The corresponding projects to be supported by the Cesar E.A. Virata – Daikin Industries, Ltd. Entrepreneurship Seed Fund

shall be those that are designed to promote entrepreneurship, as approved by the dean of the College of Business Administration, UP Diliman;

- e. The medicine and/or medical supplies to be acquired in relation to the deed shall be identified and endorsed by the Head of the Section of Neonatology, Department of Pediatrics, Philippine General Hospital, UP Manila for the approval of the Director of the PGH, UP Manila;
- f. The donor shall be held free and harmless from any claim or suit that may be instituted by any party arising from or in connection with the agreement; and
- g. The donee accepts and acknowledges receipt of the donation and expresses its sincere appreciation to the donor.

Date notarized: 20 May 2009

## CONTRACTS/AGREEMENTS

### UP Diliman

#### **Contract for Janitorial Services between the University of the Philippines Diliman (University) and the Care Best International, Inc. (Agency)**

Services: Provision of Janitorial Services for the South Sector, UP Diliman

Amount of Contract: P27,611,511.84 for one (1) year

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

Particulars:

- a. The agency shall provide janitorial services to maintain and keep the buildings in the South Sector in order.
- b. The agency shall have a pool of qualified reserve janitors, the number of which shall not be less than ten (10) at any given time to ensure the presence of adequate relievers when needed.
- c. The agency shall be responsible for the supervision and control of its janitors. The University, through the heads of units, shall monitor the actual delivery of janitorial services by such janitors at their assigned posts, and recommend to the agency measures to ensure the quality of such services.
- d. The agency shall provide the following equipment and materials, among others, for its account:
  1. Electric floor polishers and vacuum cleaners, with complete accessories;
  2. Miscellaneous tools and implements for cleaning purposes such as mops, mop handles, mop wringers, leather duster, brooms, buckets, etc.; and
  3. Materials for cleaning, sanitizing and waxing.
- e. The agency shall pay the salaries, wages of its janitors, including claims and other compensation benefits under law, inclusive of such days declared as holidays or non-working days by appropriate authority. It is acknowledged that the janitors are not employees of the University but that of the agency.
- f. The agency shall, jointly and severally with its janitors, be liable to the University, its employees or to any third party for any injury or damage suffered by them, or for any damage to or loss or property, due to tortuous or criminal act(s) committed by its janitors.
- g. The agency hereby expressly agrees to absolve the university from any and all liabilities arising from any present or future labor case involving any of its janitors in the performance of their functions pursuant to the Contract, as the same shall be assumed solely and exclusively by the agency.
- h. Upon execution of the contract, the university and the agency shall open an escrow account with a government-owned bank, to which account the agency shall deposit the amount equivalent to P1,800,000.00, subject to the terms and conditions of the Escrow Agreement.
- i. The escrow account shall serve as security for the faithful performance of its obligations to the university under the contract and to cover all possible liabilities to the university which the agency may incur. The said account shall also cover liabilities of the agency to the janitors and other employees assigned at the University whose salaries and benefits under the contract have not yet been paid. Moreover, the said account shall also secure all liabilities to third parties which the university may incur as a result of the failure or refusal of the agency to comply with any of the terms and conditions of the contract.
- j. All electricity and water necessary for the performance of the services to be rendered herein shall be made available by the university at no cost to the agency.
- k. The university shall also make available to the agency designated areas/spaces for use of the latter's personnel for purposes of administration, supervision and storage of equipment, materials and supplies, at no cost to the agency.

Statement from the Chancellor: In the Procurement of Janitorial Services, the requirements of RA 9184 and its implementing rules and regulations as well as the University's delineation of authority, have been complied with.

Effectivity: Effective for a period of one (1) year from 1 December 2008 until 30 November 2009

Date notarized: 14 May 2009

#### **General Construction Agreement between the University of the Philippines Diliman and KB Konstrak Bilding Solusyons (Contractor)**

Project: Proposed Repair of Toilets and Miscellaneous Works, Engineering Library and Computer Science Building, UP Diliman

Amount of Contract: P388,402.00

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 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.
- 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 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 any 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.

Period of Contract: Within forty-five (45) Calendar Days as specified in the Notice to Proceed issued by the University

Date Notarized: 24 April 2009

### UP Manila

#### General Construction Agreement between the University of the Philippines Manila and the ASM Francisco Construction and Development Corporation (ASMFCDC)

Project: Proposed UP Manila Museum-Archives (Phase I: Rehabilitation of the Old College of Dentistry Building)

Amount of Contract: P15,698,782.00

Mode of Procurement: Public Bidding - 22 October 2008

#### Particulars:

##### *Responsibilities of the contractor:*

- a. The Contractor shall secure all pertinent permits required by any government office or agency in connection with the project;
- b. The Contractor shall comply with all laws, rules and regulations promulgated by the government of the Republic of the

Philippines, including those on labor, environment, safety and sanitation, those regulating the construction industry and other pertinent laws;

- c. The Contractor shall immediately notify the University in writing and comply with the instructions to be given by the university, if any portion of the agreement or parts of the contract documents are contrary to any law, rule or regulation.
- d. The Contractor shall take all precautionary measures to ensure the safety and convenience of the workers and the general public and to take all appropriate steps to prevent damage or injury to persons or property in or about or adjacent to the premises where the work is being performed.
- e. The Contractor warrants and guarantees that all materials to be used for the project are new, first class, free from hidden defects, and fully complies in every respect with the specifications, approved samples, and other requirements of the contract documents;
- f. The Contractor warrants that the works done under this agreement, including those performed by sub-contractors, if any, shall be free from defect, shrinkage, fault due to defective or improper materials, planning or workmanship;
- g. In the event of pre-termination, the Contractor, its representatives, personnel, or sub-contractors shall voluntarily turn over the project to the University and in no case continue occupying the premises and its surroundings;
- h. The Contractor shall leave the work in good order upon completion;
- i. The Contractor shall be responsible for the storage and safekeeping of all University supplied materials, if any, fully turned over to its custody by the university;
- j. The Contractor assumes full responsibility for the acts, omissions, or negligence of its employees, workers, agents, and those of its sub-contractors and their employees, as well as for all other persons doing work under this agreement; and
- k. The Contractor shall hold the University free and harmless from, and hereby binds and obligate itself to indemnify the university for liabilities, losses, damages, injuries including death, claims, demands, suits, proceedings, judgments, awards, fines, penalties and all expenses of whatever kind and nature arising from and by reason of the agreement.

Statement from the Chancellor: Pertinent laws (RA 9184, the Government Procurement Reform Act and Implementing Rules and Regulations [IRR]), University rules and regulations have been fulfilled/complied with in the execution/signing of the contract

Effectivity: The contractor shall perform and complete the project to the satisfaction of the university within 150 calendar days reckoned from the date of the receipt of the Notice to Proceed

Date notarized: 8 May 2009

#### Three (3) Supplemental Contracts for Security Services between the University of the Philippines Manila through the School of Health Sciences (UPM-SHS) and Vision Security and Allied Services, Inc. (VSASI)

Services: Additional period for security services

Amount of Contract: P11,569.60 per month per guard per 8-hour duty



Mode of Procurement: Extension only  
(original, through public bidding)

Particulars:

The University of the Philippines Manila through the School of Health Sciences (UPM-SHS) engaged the services of Vision Security & Allied Services, Inc. (VSASI) to guard and protect the academic and administrative buildings of UPM-SHS as well as the 3-storey administration buildings and dormitory structure in Cabalawan campus including the properties found therein and the immediate premises thereat, as well as the members of the faculty, students, personnel and visitors therein and all the vehicles parked in the said premises from assault, trespass, arson, theft, robbery, mischief or other unlawful acts or negligence during the aforementioned period.

Justification:

The bidding for the next contract is still ongoing and that the award of the contract could not be resolved before the expiration of the contract. The SHS Bids and Awards Committee therefore recommended the extension of the contract on a monthly basis.

Statement from the Chancellor: Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations [IRRI]), University rules and regulations have been fulfilled/complied with in the execution/signing of the contract

Period of Contract: December 1 - 31, 2008  
January 1-31, 2009  
February 1-28, 2009

Date notarized: 3 February 2009; 20 January 2009  
and 12 December 2008

**UP Open University**

**Memorandum of Agreement between the University of the Philippines Open University (UPOU) and the Honorable Manuel N. Mamba (Grantor)**

Program: Establishment of the Congressman Manuel N. Mamba Scholarship Program (Phase II) at the UPOU

Particulars:

*Objectives:*

The general objective of the Program is to improve the general skills of selected sectors in Cagayan that are crucial to the overall development of the province.

*The specific objectives of the Scholarship Program are as follows:*

- a. Improve the general quality of science and mathematics teaching in elementary, secondary and tertiary levels in the country through distance education programs to improve teaching competencies of teachers;
- b. Produce highly trained personnel in information systems, particularly in the design implementation and maintenance of software systems that handle large amount of data;
- c. Produce a critical mass of highly skilled and competent policy makers, public managers, administrators, and practitioners; and

- d. Provide scholarship fund in support of deserving constituents to enrol in science and mathematics programs of the UPOU.

*Obligations of the Grantor:*

- a. The Grantor shall provide financial assistance for the implementation of the Scholarship Program to individuals and professionals admitted in UPOU courses/programs covering in full, the Scholar's tuition, instructional materials, library fee, and other miscellaneous fees that may be incurred for the duration of the whole course/program; and
- b. The Grantor shall allocate and make available the funds for the implementation of the Scholarship Program at the beginning of every semester and shall continue to do so pending the submission of a Semestral Report and Financial Status Report by UPOU.

*Obligations of UPOU:*

- a. Implement the program and exert reasonable efforts to attain its general and specific objectives as stated in the agreement.
- b. Monitor implementation of the Program;
- c. Submit a Semestral Report including financial status report to the Grantor as basis for any succeeding fund release; and
- d. Coordinate with the Grantor regarding implementation of the Program.

Effectivity: Effective immediately upon signing by the parties and shall remain in effect until such time that the financial grant under the Program has been awarded and the funds therefore have been allocated, unless sooner terminated by the mutual consent of the parties

Date notarized: 28 April 2009

**Contract of Lease between the UP Open University and the Mountain Province State Polytechnic College (MPSPC)**

Leased area: Rental of room/s as venue for the conduct of tests/examinations for distance degree programs

Particulars:

- a. The MPSPC shall designate a room that can serve as testing/examination venue for UPOU students on designated examination dates and shall bill the UPOU the corresponding rental fees incurred for such use;
- b. UPOU shall specify the dates/time that it shall require the testing/examination venue, and shall send a proctor to oversee the conduct of the examination;
- c. UPOU shall pay the corresponding fee for the use of the room during the specified dates, within seven (7) working days after receipt of the billing from MPSPC. Payments shall be issued the corresponding official receipt by MPSPC; and
- d. It is understood that MPSPC shall make a room within its premises available for rent to UPOU anytime the latter requires a testing/examination venue, for the entire duration of the agreement.

Effectivity: Effective for a period of one (1) year commencing 1 June 2009 and may be renewed by the parties every year thereafter, unless sooner terminated by prior sixty (60) days written notice by either party

Date notarized: 28 April 2009

## SEPARATIONS FROM THE SERVICE

### UP Diliman

**Evangelista, Sylvia H.**, Administrative Officer II, UPDEPP, effective 01 April 2009, Resignation

**Isip, Rosita B.**, Scholarship Affairs Officer II, Office of Student Scholarship Services, effective 01 April 2009, Compulsory Retirement

**Santos, Christopher F.**, Instructor 7, College of Science-Mathematics, effective 01 April 2009, Resignation

**Perdigon, Ligaya V.**, Steward, University Food Service, effective 04 April 2009, Compulsory Retirement

**Formato, Erlinda M.**, Human Resource Management Officer II, Human Resources Development Office, effective 11 April 2009, Compulsory Retirement

**Ventura, Elizabeth R.**, Professor 12, College of Social Sciences and Philosophy-Psychology, effective 11 April 2009, Compulsory Retirement

**Deita, Leny I.**, Instructor 3, College of Science-Mathematics, effective 13 April 2009, Resignation

**De Guzman, Elenita A.**, Nutritionist-Dietitian III, University Food Service, effective 15 April 2009, Compulsory Retirement

**Cadiz, Mario G.**, Precision Instrument Technician III, College of Engineering, effective 20 April 2009, Optional Retirement

**Caballar, Rina Diane F.**, Assistant Professor 1, College of Engineering, effective 24 April 2009, Resignation

**Lizada, Ma. Concepcion C.**, Professor 10, College of Home Economics, effective 24 April 2009, Optional Retirement

**Bello, Walden F.**, Professor 12, College of Social Sciences and Philosophy (Sociology), effective 27 April 2009, Transfer to Congress

**Cabrera, Consolacion A.**, Student Records Evaluator II, Office of the University Registrar, effective 27 April 2009, Compulsory Retirement

**Apuya, Arsenio Sr. C.**, Waiter II, Cashier's Office, effective 30 April 2009, Compulsory Retirement

**Rubiato, Levi T.**, Airconditioning Technician II, College of Mass Communication, effective 30 April 2009, Death

**Saulo, Alfredo I.**, Reproduction Machine Operator III, School of Economics, effective 01 May 2009, Compulsory Retirement

**Albaniel, Arturo F.**, Household Attendant III, Office of the Vice Chancellor for Student Affairs, effective 05 May 2009, Death

**Francisco, Estela C.**, Laboratory Technician III, College of Science, 11 May 2009, Compulsory Retirement

**Minglana, Jim Josephus G.**, Associate Professor 1, College of Science-Chemistry, effective 18 May 2009, Transfer to Department of Foreign Affairs

**Mangrobang, Jan Patrick C.**, University Research Associate I, College of Science-Natural Sciences Research Institute, effective 21 May 2009, Resignation

**Parreño, Ma. Melissa R.**, University Research Associate I, Office of the Vice Chancellor for Research and Development, effective 25 May 2009, Resignation

**Siason, Myra Jill V.**, Creative Arts Specialist IV, Diliman Interactive Learning Center, effective 26 May 2009, Transfer to UP Open University

**Veneracion, Ma. Corazon D.**, Professor 9, College of Social Work and Community Development, effective 27 May 2009, Compulsory Retirement

**De Guzman, Rogelio M.**, Steward, University Food Service, effective 29 May 2009, Death

**Clarín, Christine T.**, Assistant Professor 1, College of Engineering, effective 31 May 2009, Resignation

**Cornago, Djanna F.**, Instructor 6, College of Home Economics, effective 31 May 2009, End of Temporary Appointment

**Esleta, George Allan P.**, Instructor 4, College of Science-National Institute of Physics, effective 31 May 2009, End of Substitute Appointment

**Gonzales, Jonas R.**, Instructor 3, College of Engineering, effective 31 May 2009, End of Temporary Appointment

**Cantalejo, Angela Clarissa D.**, University Research Associate I, College of Science-National Institute of Molecular Biology and Biotechnology, effective 01 June 2009, Resignation

**Fernandez, Rosita L.**, University Research Associate I, College of Education, effective 01 June 2009, Resignation

**Pastor, Jewel-Lyn R.**, Instructor 1, UP Integrated School, effective 01 June 2009, Resignation

**Ronquillo, Carolyn U.**, Associate Professor 7, College of Home Economics, effective 01 June 2009, Optional Retirement

**Santiago, Lilia Q.**, Professor 10, College of Arts and Letters-Departamento ng Filipino at Panitikan ng Pilipinas, effective 01 June 2009, Optional Retirement

**Saturay, Ricarido M.**, Instructor 3, College of Science-National Institute of Geological Sciences, effective 01 June 2009, Resignation

**Torrechante, Constante E.**, Professor 3, College of Science, 01 June 2009, Compulsory Retirement

**Alarilla, Luis, Jr. M.**, Professor 12, College of Engineering, effective 03 June 2009, Compulsory Retirement

**Francisco, Eliseo A.**, Utility Worker II, Human Resources Development Office, effective 03 June 2009, Compulsory Retirement

**Devora, Deborah M.**, Data Entry Machine Operator III, Sentro ng Wikang Filipino, effective 05 June 2009, Termination of Contract

**De Guzman, Fe S.**, Science Education Specialist IV, National Institute for Science and Mathematics Education, 07 June 2009, Compulsory Retirement

**Lazaro, Zenia P.**, Executive Assistant II, Office of the Vice Chancellor for Student Affairs, effective 12 June 2009, Resignation

**Quanico, Jusal P.**, University Research Associate I, College of Science-Natural Sciences Research Institute, effective 15 June 2009, Resignation

**Valera, Wilfredo S.**, Administrative Officer II, College of Arts and Letters-Department of English and Comparative Literature, effective 16 June 2009, Optional Retirement

**Aquino, Sonia T.**, University Extension Specialist V, Institute for Small Scale Industries, effective 21 June 2009, Compulsory Retirement

**Pandalan, Joesan A.**, Steward, College of Mass Communication, effective 24 June 2009, Compulsory Retirement

**Reyes, Felicidad L.**, Administrative Officer I, College of Education, effective 26 June 2009, Compulsory Retirement

**Aggangan, Jenny S.**, University Research Associate I, College of Science-Marine Science Institute, effective 30 June 2009, Resignation

**Alampay, Ramon Benedicto A.**, Assistant Professor 7, Asian Institute of Tourism, effective 30 June 2009, Resignation

**Constantino, Adrian M.**, University Research Associate I, College of Science-National Institute of Molecular Biology and Biotechnology, effective 30 June 2009, End of Contractual Appointment

**Coyukiat, Charlene Alice C.**, Instructor 5, College of Business Administration, effective 30 June 2009, Resignation

**Lising, Daniel D.**, University Research Associate I, College of Law, effective 30 June 2009, Resignation

**Separ, Stephen Daedalus E.**, University Research Associate I, College of Science-National Institute of Physics, effective 30 June 2009, End of Contractual Appointment

**Tablizo, Francis A.**, University Research Associate I, College of Science-National Institute of Molecular Biology and Biotechnology, effective 30 June 2009, End of Contractual Appointment

## UP Manila

*First Quarter of 2009*

**Llanes, Rosa Maria I.**, Associate Professor 4, College of Arts and Sciences, effective 29 March 2009, Compulsory Retirement

*Second Quarter of 2009*

**Arispe, Joye Chew**, Medical Technologist III, National Institutes of Health, effective 30 June 2009, 30 June 2009

**Barcelona, Carmela D.**, Instructor 2, College of Pharmacy, effective 01 June 2009, Resignation

**Batac, Filomena R.**, Assistant Professor 4, College of Public Health, effective 22 June 2009, Resignation

**Caragay, Ruben**, Professor 12, College of Public Health, effective 01 June 2009, Optional Retirement

**Coronel, Christianne Marie A.**, Assistant Professor 3, College of Allied Medical Professions, effective 01 June 2009, Resignation

**Del Mundo, Amante**, Assistant Professor 5, College of Arts and Sciences, effective 01 June 2009, Optional Retirement

**Ducay, Igor B.**, Instructor 2, College of Arts and Sciences, effective 01 June 2009, Resignation

**Encabo, Michelle Gallardo B.**, Assistant Professor 1, College of Allied Medical Professions, effective 01 June 2009, Resignation

**Fagela-Tiangco, Cristabel**, Instructor 2, College of Arts and Sciences, effective 01 June 2009, Resignation

**Guilaran, Sheila Mae B.**, Project Development Officer III, National Institutes of Health, effective 28 April 2009, Resignation

**Jacob, Rebecca**, Lecturer 2, College of Arts and Sciences, effective 01 April 2009, Resignation

**Magallanes, Aristotle B.**, Assistant Professor 4, College of Public Health, effective 01 June 2009, Resignation

**Maniclang, Erlinda J., Jr.** Scholarship Affairs Officer, Central Administration, effective 01 May 2009, Resignation

**Mazahery, Ahmadreza F.**, Assistant Professor 1, College of Arts and Sciences, effective 01 April 2009, Resignation

**Mendoza, Ralph Julius L.**, Instructor 2, College of Arts and Sciences, effective 01 June 2009, Resignation

**Ortiz, Edgardo G.**, Professor 5, College of Medicine, effective 30 June 2009, Optional Retirement

**Padilla-Campos, Susana P.**, Clinical Associate Professor, College of Medicine, effective 01 June 2009, Resignation

**Pauig, Paula F.**, Administrative Aide VI, College of Arts and Sciences, effective 01 June 2009, Resignation

**Rama, Kahlil Izza D.**, University Researcher III, National Institutes of Health, effective 19 June 2009, Resignation

**Ranoza, Maria Catalina G.**, Assistant Professor 1, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Rivera, Christianne Marie M.**, Laboratory Technician III, National Institutes of Health, effective 30 June 2009, Resignation

**Rivera, Conchita A.**, Administrative Assistant V, College of Public Health, effective 11 May 2009, Compulsory Retirement

**Robidillo, Christopher Jay T.**, Instructor 2, College of Arts and Sciences, effective 01 June 2009, Resignation

**Ronquillo, Eleanor L.**, Associate Professor 1, College of Medicine, effective 01 June 2009, Resignation

**San Juan, Ricardo Jr. G.**, Professor 2 (PT), College of Medicine, effective 01 June 2009, Optional Retirement

**Salinas, Melanie V.**, Instructor 2, College of Pharmacy, effective 11 May 2009, Resignation

**Santos-Cortez, Regie Lynn P.**, Research Associate Professor 1, National Institutes of Health, effective 26 May 2009, Resignation

**Sy, Robert T.**, Clinical Associate Professor, College of Medicine, effective 16 June 2009, Resignation

**Tomas, Jaime Jr. G.**, Clinical Professor, College of Medicine, effective 07 April 2009, Resignation

**Valbuena, Leah Venessa L.**, Instructor 2, College of Arts and Sciences, effective 01 June 2009, Resignation

**Yambot, Leonardo Dante P.**, Instructor 2, College of Arts and Sciences, effective 01 June 2009, Resignation

**Yumul, Giselle S.**, Assistant Professor 2, College of Dentistry, effective 01 April 2009, End of Contractual Appointment

**Zaldivar-Ancheta, Celina B.**, Clinical Associate Professor, College of Medicine, effective 01 June 2009, End of Contractual Appointment

## Philippine General Hospital

*Fourth Quarter of 2008*

**Galla, Kerwin C.**, Administrative Aide I, effective 25 December 2008, Death

*First Quarter of 2009*

**Abello, Jason E.**, Medical Officer III, effective 01 March 2009, Resignation

**Bigol, Maria Irene C.**, Medical Officer III, effective 03 March 2009, Resignation

**Depanay, Alfredo C.**, Administrative Aide III, effective 24 March 2009, Dropped from the Rolls from the Rolls

**Dizon, Rafael H.**, Medical Officer III, effective 14 March 2009, Completion of Training

**Estera, Winston George B.**, Medical Specialist III, PT, effective 01 January 2009, End of Contract

**Evangelista, Carlota C.**, Nursing Attendant II, effective 25 January 2009, Death

**Gallego, Rhyan C.**, Medical Officer III, effective 16 February 2009, Resignation

**Gonzales, Grace Apolinaria S.**, Medical Officer III, effective 19 February 2009, Completion of Training

**Repolido, Jose K.**, Nursing Attendant II, effective 15 March 2009, Death

**Reyes, Jheraldine L.**, Nursing Attendant I, effective 01 February 2009, Resignation

**Reyes, Kristine M.**, Medical Officer III, effective 01 February 2009, Resignation

**Zordilla, Zenith D.**, Medical Officer III, effective 18 March 2009, Resignation

*Second Quarter of 2009*

**Abellera, Jo Anne F.**, Nurse II, effective 28 May 2009, Resignation

**Abuyo, Sheryl Anne A.**, Nurse II, effective 10 April 2009, Resignation

**Abuzo, Rosele Diana T.**, Nurse II, effective 08 June 2009, Resignation

**Aragon, Erma P.**, Administrative Aide VI, effective 01 May 2009, Resignation

**Arcasitas, Jonald G.**, Nurse II, effective 15 June 2009, Resignation

**Babaran, Ma. Magdalena D.**, Nurse II, effective 18 April 2009, Resignation

**Balanay, Mayumi A.**, Nurse II, effective 18 May 2009, Dropped from the Rolls from the Rolls

**Berces, Mayna Fel N.**, Nurse II, effective 20 April 2009, Resignation

**Bergonio, Ana Celina T.**, Nurse II, effective 09 June 2009, Resignation

**Bergonio, Jhunar S.**, Nurse II, effective 06 June 2009, Resignation

**Bitago, Joenel B.**, Administrative Aide III, effective 01 April 2009, End of Contract

**Bobier, Raymond T.**, Administrative Aide III, effective 16 May 2009, Resignation

**Busuego, Mary Agnes L.**, Medical Officer III, effective 25 June 2009, Completion of Training

**Cabigas, Cecile Klaudine C.**, Nutritionist-Dietitian II, effective 06 June 2009, Resignation

**Cagatulla, Rachel N.**, Pharmacist III, effective 06 May 2009, Resignation

**Calilap, Catherine Happy D.**, Nurse II, effective 17 May 2009, Resignation

**Canuto, Francisco Vicente B.**, Pharmacist III, effective 03 June 2009, Resignation

**Castillo, Mardie G.**, Nursing Attendant II, effective 17 April 2009, Optional Retirement

**Cesar, Anita R.**, Administrative Assistant II, effective 18 April 2009, Compulsory Retirement

**Custodio, Krisna-Angela S.**, Nurse II, effective 05 April 2009, Resignation

**David, Violeta O.**, Administrative Assistant II, effective 17 April 2009, Optional Retirement

**De Jesus, Lizel B.**, Nurse II, effective 27 April 2009, Resignation

**Dorado, Rosario E.**, Administrative Officer V, effective 16 May 2009, Compulsory Retirement

**Dumagat, Rosanna A.**, Administrative Officer II, effective 31 May 2009, Optional Retirement

**Galvez, May L.**, Nurse II, effective 10 April 2009, Resignation

**Garcia, Doreen Minette G.**, Nurse III, effective 22 May 2009, Resignation

**Lacsamana, Ruby-Ann S.**, Laboratory Aide II, effective 30 June 2009, Resignation

**Lagunilla, Anne Loraine Y.**, Nurse II, effective 01 June 2009, Resignation

**Lambio, April Ann F.**, Medical Officer III, effective 07 April 2009, Resignation

**Lim, Emmalyne Rose S.**, Nurse II, effective 21 May 2009, Resignation

**Magpale, Melinda V.**, Nurse II, effective 15 June 2009, Resignation

**Manalili, Sheryl A.**, Medical Officer III, effective 26 May 2009, Resignation

**Manaois, Irma Consuelo R.**, Administrative Aide IV, effective 13 May 2009, Resignation

**Manlavi, Maricho M.**, Nurse II, effective 16 June 2009, Resignation

**Muere, Fe L.**, Nurse II, effective 04 June 2009, Optional Retirement

**Nitollama, John D.**, Nurse II, effective 28 June 2009, Resignation

**Occasion, Elena Beys D.**, Nurse I, effective 16 May 2009, Resignation

**Ogania, Marie Anne C.**, Nurse II, effective 22 June 2009, Resignation

**Orallo, Jaily F.**, Nurse II, effective 29 May 2009, Resignation

**Padilla-Campos, Ma. Susana P.**, Medical Specialist III, PT, effective 30 April 2009, Resignation

**Padlan, Maureen P.**, Pharmacist III, effective 20 May 2009, Resignation

**Pascua, Catherine I.**, Nursing Attendant I, effective 01 April 2009, Resignation

**Ramirez, Violeta S.**, Administrative Assistant III, effective 15 May 2009, Optional Retirement

**Ramores, Joseph Michael R.**, Radiologic Technologist II, effective 28 April 2009, Resignation

**Ranjo, Maria Cristina M.**, Nurse II, effective 27 April 2009, Resignation

**Sallao, Christine G.**, Nurse II, effective 01 June 2009, Resignation

**Separa, Marie Jam C.**, Nurse II, effective 22 June 2009, Resignation

**Serrano, Ivy S.**, Nurse II, effective 04 April 2009, Resignation

**Sintor, Clarisse Elisha R.**, Nurse II, effective 16 April 2009, Resignation

**Sorima, Erma U.**, Nurse II, effective 20 April 2009, Resignation

**Tan, Ismael Glenn B.**, Nurse II, effective 29 May 2009, Resignation

**Tuason, Charina Anna Maria S.**, Nurse II, effective 02 April 2009, Resignation

**Villados, Cecilia O.**, Nurse II, effective 15 April 2009, Resignation

**Villano, Genaline R.**, Nurse II, effective 27 May 2009, Resignation

**Wong, Cherrylyn G.**, Nurse II, effective 27 June 2009, Resignation

**Zuniega, Katrina Malou L.**, Nurse II, effective 01 April 2009, Resignation

#### UP Los Baños

#### *Fourth Quarter of 2008*

**Bado, Elmo A.**, Farm Worker II, College of Forestry and Natural Resources, effective 26 October 2008, Dropped from the Rolls

#### *Second Quarter of 2009*

**Abasolo, Myralyn A.**, Assistant Professor 1, College of Forestry and Natural Resources, effective 01 June 2009, End of Contractual Appointment

**Advincula, Venus C.**, Assistant Professor 7, College of Arts and Sciences, effective 01 June 2009, Optional Retirement

**Alinea, Allan L.**, Assistant Professor 1, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Almanza, Gino O.**, Administrative Officer I, Office of the Vice Chancellor for Administration, effective 16 June 2009, Optional Retirement

**Angeles, Felipe F.**, Laboratory Technician I, College of Engineering and Agro-Industrial Technology, effective 26 May 2009, Compulsory Retirement

**Baclor, Jorge Jr. S.**, Instructor 1, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Balete, Melvelyn D.**, Instructor 1, College of Arts and Sciences, effective 01 June 2009, Resignation

**Bandoles, Genny G.**, Instructor 2, College of Economics and Management, effective 01 June 2009, End of Contractual Appointment

**Bayer, Martha Hedwig D.**, Assistant Professor 2, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Boyles, Lino D.**, Agricultural Technician II, College of Agriculture, effective 08 April 2009, Compulsory Retirement

**Briones, Maria Rowena SA.**, Assistant Professor 1, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Buquiran, Dolores P.**, Assistant Professor 1, College of Arts and Sciences, effective 01 June 2009, Resignation

**Cañal, Sharon A.**, Instructor 1, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Caoagas, Ionna Dianne S.**, Instructor 1, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Caraan, Aleli M.**, Instructor 4, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment



**Catahan, Lina A.**, Assistant Professor 7, College of Arts and Sciences, effective 01 June 2009, Optional Retirement

**Cedillo, Amor B.**, Administrative Officer II, Office of the Chancellor, effective 01 April 2009, Optional Retirement

**Clariño, Gerald Junne L.**, Instructor 5, College of Arts and Sciences, effective 31 May 2009, Resignation

**Collado, Catalino Jr., U.**, Associate Professor 7, College of Engineering and Agro-Industrial Technology, effective 16 June 2009, Optional Retirement

**De Leon, Roberto P.**, Administrative Aide III, College of Agriculture, effective 01 April 2009, Optional Retirement

**Dela Cruz, Reginald Roy U.**, University Extension Associate I, College of Forestry and Natural Resources, effective 01 April 2009, End of Contractual Appointment

**Dimapilis, Roberto C.**, Security Guard III, Office of the Vice Chancellor for Community Affairs, effective 07 June 2009, Optional Retirement

**Dominguez, Leila T.**, Assistant Professor 1, College of Engineering and Agro-Industrial Technology, effective 01 April 2009, End of Contractual Appointment

**Duro, Hansel L.**, Instructor 1, College of Human Ecology, effective 01 June 2009, End of Contractual Appointment

**Evangelista, Dianne A.**, Instructor 2, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Famorcan, Rogelio T.**, Lifeguard, Office of the Vice Chancellor for Planning and Development, effective 20 May 2009, Compulsory Retirement

**Figuroa, Roberto Jr. B.**, Instructor 4, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Fortuna, Bernardo G.**, Security Guard III, Office of the Vice Chancellor for Community Affairs, effective 23 May 2009, Compulsory Retirement

**Galang, John Paul C.**, Instructor III, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Garcia, Imelda V.**, Administrative Officer IV, Office of the Vice Chancellor for Research and Extension, effective 01 June 2009, Optional Retirement

**Garcia, Maria Carmela T.**, Instructor 2, College of Arts and Sciences, effective 31 May 2009, Resignation

**Gatase, Isabelita U.**, Administrative Assistant V, College of Agriculture, effective 02 May 2009, Optional Retirement

**Granada, Kiel F.**, Instructor 2, College of Arts and Sciences, effective 31 May 2009, Resignation

**Hilario, Ma. Stella Rose R.**, Instructor 2, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Honrade, Theresa Lina A.**, Instructor 4, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Lalas, Emerson B.**, Instructor 3, College of Arts and Sciences, effective 31 May 2009, End of Contractual Appointment

**Lales, Joveno S.**, Professor 10, College of Agriculture, effective 17 April 2009, Resignation

**Laude, Teri-Marie P.**, Medical Officer III, Office of the Vice Chancellor for Community Affairs, effective 01 April 2009, Resignation

**Lit, Catherine C.**, Instructor 1, College of Arts and Sciences, effective 01 June 2009, Transfer

**Lozano, Gemmalyn H.**, Instructor 3, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Lubrica, Mari Anjeli B.**, Instructor 2, College of Arts and Sciences, effective 01 June 2009, Resignation

**Maculada, Sharon T.**, Assistant Professor 2, College of Arts and Sciences, effective 01 June 2009, Resignation

**Malabanan, Ernesto Jr.**, Assistant Professor 6, College of Arts and Sciences, effective 01 June 2009, Resignation

**Manguerra, Teodorick Barry R.**, Instructor 2, College of Arts and Sciences, effective 31 May 2009, Resignation

**Matugas, Rev M.**, Instructor 1, College of Arts and Sciences, effective 01 June 2009, Resignation

**Medel, Mini May Markie B.**, Assistant Professor 1, College of Arts and Sciences, effective 01 June 2009, Resignation

**Mendoza, Emilio E.**, Administrative Assistant II, College of Agriculture, effective 22 May 2009, Compulsory Retirement

**Ona, Silveria P.**, Senior Administrative Assistant II, College of Arts and Sciences, effective 20 June 2009, Compulsory Retirement

**Pamatmat, Benedict A.**, Instructor 6, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Patindol, Hannah L.**, Instructor 1, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Ramirez, Joven A.**, Instructor 3, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Ripley, Yolanda Benedicta M.**, University Researcher I, College of Public Affairs, effective 01 May 2009, Optional Retirement

**Salas, Reiofeli A.**, Instructor 2, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Sandoval, Roberto Pedro Isabelo Jr. C.**, Instructor 5, College of Developmental Communication, effective 01 June 2009, Resignation

**Saplaco, Romel R.**, Assistant Professor 1, College of Economics and Management, effective 17 April 2009, Resignation

**Solon, Kimberly T.**, Instructor 2, College of Engineering and Agro-Industrial Technology, effective 01 June 2009, End of Contractual Appointment

**Tangon, Edison R.**, Instructor 2, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Tisalona, Elymer B.**, Administrative Aide IV, Office of the Vice Chancellor for Planning and Development, effective 13 April 2009, Death

**Ventura, Virgilio C.**, Assistant Professor 1, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Zaldivia, Buena Carla F.**, Instructor 2, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

#### UP Visayas

**Alimen, Ma. Cecilia D.**, Assistant Professor 3, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Cagalawan, Aiza Maris G.**, Instructor 1, UPV Tacloban College, effective 01 June 2009, End of Contractual Appointment

**Cajilig, Herminio A.**, Security Officer I, SSF (Special Security Force), effective 05 May 2009, Retirement

**Fandida, Minerva F.**, Administrative Assistant II, Auxiliary Services, effective 30 April 2009, Resignation

**Gadong, Early Sol A.**, Instructor 1, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Galedo, Bb. Maria Ruth G.**, Dormitory Manager I, Office of Student Affairs- Residence Services, effective 05 June 2009, Resignation

**Ganchero, Fe C.**, Associate Professor 2, College of Arts and Sciences, effective 23 June 2009, Retirement

**Jabines, Mae Claire G.**, Instructor 5, UPV Cebu College, effective 01 June 2009, End of Contractual Appointment

**Ledesma, Pete Vincent D.**, Instructor 1, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

**Montejo, Elmer F.**, Instructor 1, UPV Cebu College, effective 01 June 2009, End of Contractual Appointment

**Muzones, Federico M.**, Administrative Aide III, CDMO (Campus Development and Maintenance Office), effective 08 June 2009, Retirement

**Ocumen, Ryan A.**, Instructor 1, College of Arts and Science, effective 01 June 2009, End of Contractual Appointment

**Perualila, Nolen Joy M.**, Instructor 1, College of Arts and Science, effective 01 June 2009, End of Contractual Appointment

**Rañada, Maria Doreen C.**, Assistant Professor 1, UPV Cebu College, effective 01 June 2009, End of Contractual Appointment

**Sangutan, Julinito S.**, Instructor 1, UPV Cebu College, effective 01 June 2009, End of Contractual Appointment

**Segovia, Jocelyn N.**, Household Attendant I, Office of Student Affairs- Residence Services, effective 02 May 2009, Retirement

**Uyaco-Dela Rosa, Abegail M.**, Instructor 1, College of Arts and Sciences, effective 01 June 2009, End of Contractual Appointment

#### UP Open University

**Morales, Miren M.**, Assistant Professor 1, Faculty of Education, effective 01 June 2009, Expiration of Appointment

#### UP Mindanao

**Agustin, Nicasio Angelo J.**, Assistant Professor 7, School of Management, effective 01 June 2009, Resignation

**Ampac, Marivic J.**, Administrative Assistant II, Interactive Learning Center, effective 29 June 2009, Reason

**Bulaong, Sheila Grace D.**, Instructor 1, College of Humanities and Social Sciences, effective 01 June 2009, Expiration of Appointment

**Daisog, Lyna Mie C.**, Instructor 1, College of Science and Mathematics, effective 01 June 2009, Resignation

**Dy, Jean Claire A.**, Instructor 3, College of Humanities and Social Sciences, effective 01 June 2009, Resignation

**Europa, Ericson P.**, Instructor 3, College of Humanities and Social Sciences, effective 01 June 2009, Expiration of Appointment

**Malagamba, Mabele P.**, Instructor 1, College of Science and Mathematics, effective 01 June 2009, Resignation

**Namocatcat, Ligaya Rose A.**, Instructor 3, College of Humanities and Social Sciences, effective 01 June 2009, Resignation

**Nemenzo, Phoebe S.**, Instructor 3, College of Science and Mathematics, effective 01 June 2009, Resignation

**Patiño, Maricel Paz H.**, Assistant Professor 1, College of Humanities and Social Sciences, effective 01 June 2009, Expiration of Appointment

#### UP Baguio

**Lacbawan, Macario Jr. B.**, Instructor 1, College of Social Sciences, effective 01 April 2009, Expiration of Appointment

**Tarlit, Ma. Emma F.**, Administrative Officer III, Human Resources Development Office, effective 11 April 2009, Retirement

**Villafaña, Abel P.**, Assistant Professor 7, College of Science, effective 02 May 2009, Retirement

**Barros, Ma. Eufrecina P.**, Assistant Professor 7, College of Arts and Communication effective 31 May 2009, Retirement

**Asong, Marisse C.**, Instructor 1, College of Science, effective 01 June 2009, Expiration of Appointment

**Gavina, Brenda Lyn**, Instructor 3, College of Science, effective 01 June 2009, Expiration of Appointment

**Javar, Roderick C.**, Assistant Professor 7, College of Arts and Communication, effective 01 June 2009, Expiration of Appointment

**Mina, Wilfred II Francis F.**, Instructor 1, College of Arts and Communication, effective 01 June 2009, Expiration of Appointment

**Raquel, Carlo**, Assistant Professor 2, College of Science, effective 01 June 2009, Resignation

## HISTORICAL DOCUMENT

### Speech of President Emerlinda R. Roman at the UP Alumni Association General Homecoming held on June 20, 2009

The University of the Philippines has changed in many ways since its founding in 1908. And yet, in some ways it has remained the same. It has remained steadfast in its commitment to academic excellence, leadership, and service to the nation. We owe it to the future generation of scholars to protect these ideals even as we forge ahead and seek new ways to meet the challenges of our second century.

You said it best, dear alumni: *"Tuloy ang galing!"*

Over the last three years, I went on a road show to different provinces in the country—as well as to the US, Canada, Hong Kong, and Singapore—to touch base with our alumni and invite them to be part of the UP Centennial celebrations. I wanted them to take pride in what has become of their alma mater after one hundred years.

This year, there will be some new directions, some unfamiliar tracks to explore, some new ground to cover, as we travel the rest of the road toward becoming a global institution. Right now we are adjusting our admission policies to open UP's doors to more international students. At the same time, we are strengthening our linkages with other universities so we can bring more international scholars into our faculty. We are also providing venues for more interaction with faculty and students of foreign universities through international conferences and research collaborations. Furthermore, we are introducing programs and courses with an international dimension.

But even as we internationalize, we will never lose sight of the fact that we are, first of all, the country's National University. UP's priority is still the Filipino citizen. This is why one of our key thrusts is to develop all our UP campuses as centers of culture through which we promote the Filipino language, literature, and traditions. This is also the reason all UP campuses undertake community service and outreach programs. As the National University, UP has the obligation to share its intellectual resources with the larger community.

Our challenge is to pursue the same ideals—excellence, leadership, and service—while measuring up to higher standards and larger goals, and using new instruments appropriate to the increasingly globalized environment.

It is not an easy task but it can be done. We count on you, our alumni, to stand with us as we undertake it.



EMERLINDA R. ROMAN  
President