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Chancellor, UP Baguio

ADMINISTRATIVE ISSUANCES

ADMINISTRATIVE ORDERS

Administrative Order No. PERR 09-001: Ad Hoc Committee to Draft the Terms of Reference and Guidelines for the Implementation of Section 24 of RA 9500

To: **Prof. Ruperto P. Alonzo**
Vice President for Development

Dr. Erlinda S. Echanis
Dean, College of Business of Administration

Prof. Rafael A. Rodriguez
College of Business of Administration

Dr. Arthur S. Cayanan
College of Business of Administration

Prof. Joselito G. Florendo
Director, UP System Budget Office

Republic Act No. 9500, "An Act to Strengthen the University of the Philippines as the National University", allows for the nomination of five (5) universal banks through which the University may manage its funds. Exercising this fund management option would allow the University to maximize its income for academic purposes.

Section 24 of RA 9500 provides as follows:

"Management of Funds. - (a) There shall be an independent trust committee to be composed of the President of the University, as Chairperson, one (1) representative each nominated by the Bankers Association of the Philippines (BAP), the Investment Houses Association of the Philippines (TOAP) and the Financial Executive Institute of the Philippines (FINEX). The members shall be entitled to a reasonable per diem as the Board may specify. (b) The independent trust committee shall recommend to the Board five (5) universal banks selected on a prudent basis which trust departments shall manage the corporate and other funds through trust agreements of the national university on a non-directed basis. Provided, that any such agreement shall be for a period of not more than two (2) years. (c) The independent trust committee shall provide the Board with direction on appropriate investment objectives and permissible investments with the view to preserving the value of the funds while allowing the University to earn a reasonable return thereon."

With Vice President Ruperto P. Alonzo as Chair, please constitute yourselves into an Ad Hoc Committee, which shall draft the Terms of Reference (TOR) and Guidelines for the implementation of Section 24 of RA 9500.

The Committee members, resource persons, secretariat and support staff shall be granted honoraria consistent with the rates for Ad Hoc Committees (Level 2) approved by the Board of Regents at its 1199th meeting on 26 August 2005.

08 January 2009

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

Administrative Order No. PERR 09-05: Instituting a Search Process for the Chancellor of UP Baguio and Constituting a Search Committee therefor

To: All University Constituents

I. Background/Purpose

The term of office of Chancellor PRISCILLA S. MACANSANTOS will end on 13 April 2009.

In aid of the President's responsibility to recommend the appointment of her successor to the Board of Regents, this Administrative Order is hereby issued to institute a search process and constitute the Search Committee therefor.

II. Timetable for the Search Process

1. Call for Nominations to the Search Committee - Wednesday, 21 January to Friday, 30 January
2. Constitution of Search Committee - Monday, 2 February to Wednesday, 4 February
3. Search Process - Monday, 9 February to Tuesday, 10 March
4. Submission of the Search Committee Report To the President - Monday, 16 March
5. Meeting of the Board of Regents to choose the new Chancellor - Thursday, 26 March

III. Search Committee

Crucial to the process is the Search Committee whose members shall be of good judgment and credibility and are highly respected in the academic community.

- a. The Search Committee shall oversee and manage the process for identifying the nominees for the Chancellorship. The Search Committee shall ensure that there are enough qualified nominees to the position.
- b. The Search Committee shall consist of men and women of unquestionable moral integrity who enjoy the respect of their peers and maintain the highest regard for the interests of the University.
- c. The Search Committee shall consist of two (2) senior faculty members (Associate Professor/ Full Professor/ University Professor/ Emeritus Professor); one (1) junior faculty member (Assistant Professor/ Instructor); one (1) REPS; one (1) administrative staff; one (1) student; and a representative of the President (from outside the constituent university)
- d. The Search Committee is not a COMELEC whose job is to count votes. It is a fact-finding body whose job is to gather all relevant information for the President and the Board of Regents.
- e. Nominations for membership in the Search Committee may be made by any individual, group or groups in each constituent university (faculty, students, REPS, administrative personnel, and alumni.)
- f. Nominations to the Search Committee shall be sent to the Office of the Secretary of the University, First Floor, Quezon Hall no later than 5:00 p.m., Friday, 30 January 2009. Each nomination shall be accomplished using the attached nomination form.

- g. The President shall appoint the members of the Search Committee on or before Wednesday, 4 February 2009.

IV. *Nomination Process for the Chancellorship*

A. Who may be nominated for the Chancellorship.

To be nominated, a nominee MUST possess the following qualifications:

1. Commitment to academic freedom and the values and ideals of the University;
2. Distinction in the nominee's chosen field of expertise coupled with a generalist view and an appreciation of other disciplines;
3. Filipino citizen with a strong nationalist commitment;
4. Demonstrated observance of the principles of collegiality and the democratic process;
5. Unquestionable moral integrity;
6. Academic leadership and administrative skill; and
7. Willingness to serve as Chancellor on a full-time basis and for the full term of three years.

The nominee need not be presently connected with the University. He/She, however, must have previous ties with the University (e.g., as a graduate or former faculty member).

B. Who May Nominate

Any person or group in the University is encouraged to submit their nomination.

C. Nomination Papers to be Submitted

1. The complete set of nomination papers shall include the following:
 - a. A nomination letter specifying the reasons or justifications for the nomination (indicating how the nominee measures up the qualifications specified in IV-A above), and bearing the printed name(s) and signature(s) of the nominator(s);
 - b. Two (2) clear copies of the nominee's curriculum vitae and a one- or two-page summary thereof.
2. The nomination papers must be submitted to the Office of the Secretary of the University, First Floor, Quezon Hall, or to any member of the Search Committee no later than 5:00 p.m., Monday, 16 February 2009.

D. Conduct of Nomination

1. The Search Committee shall draw up its own schedule of activities and set deadlines as needed.
2. The Search Committee shall ask the nominees about their willingness to serve as full-time Chancellor for three years. Those who indicate their willingness to serve must submit a vision paper of no more than five (5) pages, and a summary of his/her most significant qualifications and achievements in no more than (2) pages.
3. The Search Committee must interview as many constituents as possible as well as outsiders who, in the judgment of its members, may have pertinent information to provide about the qualifications and competence of the nominees. The Committee should ask the interviewees to concretize important but ambiguous assertions and follow up every significant clue.
4. The Search Committee must also interview the nominees, giving them ample chance to explain their vision and refute any derogatory information.
5. The Search Committee is not authorized to conduct a straw poll because this might create the wrong impression that

the search process is a popularity contest whereby the nominee who gets the highest numbers of votes will be appointed.

6. If the Search Committee finds it necessary to gauge community support, it may draw up a short list of no more than five (5) nominees (based on the interviews and documents submitted) who may be invited to a public forum.
7. On or before Monday, 16 March 2009, the Search Committee shall submit to the President a full report on the search process. This must include a final list of all nominees, assessing not only their strengths and weaknesses, but their suitability for the position, given the needs and thrusts of the constituent university.

E. Appointment

The President submits the Search Committee Report with her endorsement to the Board of Regents at the latter's meeting on Thursday, 26 March 2009.

16 January 2009

(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR 09-08: Creation of a System Level Ad Hoc Committee for the Selection of the Staff Regent

To: **Dr. Leticia S. Tojos**
All-UP Academic Employees Union (AUPAE)

Ms. Gloria G. Almariego
Organization of Non-Academic Personnel of the University of the Philippines (ONAPUP)

Mr. Felix B. Pariñas Jr.
All-UP Workers Union (AUPWU)

Ms. Laida J. Abarquez
Research Extension and Professional Staff Association (REPSA)

Ms. Soledad P. Sagun
UP Supervisors Association (UPSA)

Please constitute yourselves into a System Level Ad Hoc Committee for the Selection of the Staff Regent, with Dr. Leticia S. Tojos as Chair and Ms. Gloria G. Almariego as Vice Chair.

The Committee shall refer to the attached guidelines and procedures which were agreed upon by the representatives from the recognized organizations in the University.

The Committee is expected to complete the selection process on or before 31 March 2009.

05 February 2009

(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR 09-10: Reconstitution of the Bids and Awards Committee (BAC) for the System Administration

To: All Concerned

In compliance with Republic Act No. 9184 (Government Procurement Act), the Bids and Awards Committee (BAC) for the System Administration is hereby reconstituted with the following as

members, for the term of one (1) year, effective 1 March 2009 until 28 February 2010:

Prof. Ariel S. Betan , AVP for Administration	- Chair
Dr. Florinda B.D.F. Mateo , AVP for Academic Affairs	- Vice Chair
Dr. Carlene P. Arceo , Asst. Secretary of the University	- Member
Representative from the Office of the Vice President for Legal Affairs	- Member
Mrs. Carmencita C. Loyola	- Member

The BAC shall have the following functions: advertise and/or post the invitation to bid, conduct pre-procurement and pre-bid conferences, determine the eligibility of prospective bidders, receive bids, conduct the evaluation of bids, undertake post-qualification proceedings, recommend award of contracts in accordance with Article XXIII of R.A. 9184, and perform such other related functions as they may be necessary including the creation of a Technical Working Group from a pool of technical financial and/or legal experts to assist in the procurement process.

The Commission on Audit (COA) representative shall participate as observer in all BAC meetings and deliberations. The BAC shall, in all stages of the procurement process, likewise invite at least two (2) observers to sit in, relevant to the procurement on hand, and the other from a non-government organization; provided however, that they do not have any direct interest in the contract to be bid-out.

The Committee, its secretariat, support staff and resource persons shall be granted honoraria as per DBM Circular No. 2004-5A dated 7 October 2005, as amended by DBM Circular No. 2007-3 dated 29 November 2007.

11 February 2009

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

Administrative Order No. PERR 09-012: Creation of an Ad Hoc Committee on Campus Security

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

Prof. Cynthia Grace C. Gregorio
Vice Chancellor for Community Affairs
UP Diliman

Prof. Arminda V. Santiago
UP Diliman

Mr. Fevito A. Obidos, Jr.
UP Manila

Dr. Elpidio M. Agbisit, Jr.
UP Los Baños

Please constitute yourselves into an Ad Hoc Committee on Campus Security, with Vice President Arlene A. Samaniego as Chair and Vice Chancellor Cynthia Grace C. Gregorio as Co-Chair.

The Committee shall study existing policies on campus security and formulate new policies, if needed, to ensure security within the campus. Immediately, the Committee shall make recommendations regarding acquisition and installation of sirens in the campuses.

The Committee shall submit the report not later than 15 April 2009.

The Committee members, resource persons, secretariat and other staff shall be granted honoraria consistent with the rates for Ad Hoc

Committees (Level 2) approved by the BOR.

The expenses of the Committee shall be charged against the funds of the Office of the President.

20 February 2009

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

Administrative Order No. PERR 09-014: Constitution of the Union Management Monitoring Committee (UMCC)

To: **Atty. Theodore O. Te**
Vice President for Legal Affairs

Dr. Arlene A. Samaniego
Vice President for Administration

Dr. Florinda D.F. Mateo
Assistant Vice President for Academic Affairs
and Director, Office of Institutional Linkages

Prof. Ariel S. Betan
Assistant Vice President for Administration

Dr. Orlino O. Talens
Vice Chancellor for Administration
UP Manila

Prof. Roberto F. Rañola
Vice Chancellor for Administration
UP Los Baños

Dr. Caster Palaganas
All-UP Academic Employees Union

Dr. Teodoro Mendoza
All-UP Academic Employees Union

Dr. Leticia S. Tojos
All-UP Academic Employees Union

Prof. Melania L. Abad
All-UP Academic Employees Union

Dr. Ramon Guillermo
All-UP Academic Employees Union

Ms. Guillermina Panizales
All-UP Academic Employees Union

Pursuant to Section 1 of Article XIX of the Collective Negotiation Agreement (CNA) between the University of the Philippines and the All-UP Academic Employees Union (AUPAEU), the constitution of the Union-Management Monitoring Committee (UMMC) shall be created at the System level for purposes of maintaining continuous lines of communication, consultation and dialogue between the University and the Union.

The UMMC is hereby constituted as follows:

For the UP Panel:

Regular members:

Atty. Theodore O. Te
Dr. Arlene A. Samaniego
Dr. Florinda D.F. Mateo

Alternates:

Prof. Ariel S. Betan
Dr. Orlino O. Talens
Prof. Roberto F. Rañola

For the AUPAEU:

Regular members:

Dr. Caster Palaganas
Dr. Teodoro Mendoza
Dr. Leticia S. Tojos

Alternates:

Prof. Melania L. Abad
Dr. Ramon Guillermo
Ms. Guillermina Panizales

The Committee members/alternates, secretariat and support staff shall be granted honoraria consistent with the rates for Standing Committee (Level 2) approved by the Board of Regents.

25 February 2009

(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR 09-019: Reconstitution of the UP System Disposal Committee

To: All Concerned

Pursuant to Executive Order No. 285, issued on 8 March 1996, creating the UP System Disposal Committee, the Committee is hereby reconstituted with the following as members, effective 8 April 2009 until 7 April 2010:

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

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

The Committee including consultants, resource persons and support staff shall meet when necessary but not to exceed three (3) meetings a year and shall be paid in accordance with the provisions of law.

11 March 2009

(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR 09-021: Constitution of the University Performance Evaluation Review Committee (UPERC) for the Appeal of Ms. Bella R. Lucas Regarding Her January to June 2008 and July to December 2008 Performance Evaluation

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

Dr. Florinda D.F. Mateo

Assistant Vice President for Academic Affairs
and Director, Office of Institutional Linkages

Dr. Angela D. Escoto

Director, HRDO

Representative from the All-UP Academic
Employees Union (AUPAEU)

With Vice President Arlene A. Samaniego as Chair, the University Performance Evaluation Review Committee (UPERC) is hereby constituted for the review/resolution of the appeal of Ms. Bella R. Lucas, University Researcher III, UP Center for Integrative and Development Studies regarding her January to June 2008 and July to December 2008 performance evaluation.

The Committee and its 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.

11 March 2009

(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR 09-022: Constitution of an Ad Hoc Committee Composed of Accredited Constructors Performance Evaluators to Assess Several Infrastructure Projects of UP Manila

To: **Engr. Rolando S. Jamero**
Chief, Campus Development and Maintenance Office
University of the Philippines Visayas

Engr. Arnel I. Pantig
Physical Plant Maintenance Service Office
University of the Philippines Los Baños

Engr. Orlando G. Perez
Campus Planning, Development and Management Office
University of the Philippines Manila

With Engr. Rolando S. Jamero as Chair, you are hereby constituted as a CPES Ad Hoc Committee tasked to evaluate the following infrastructure projects in UP Manila:

- Proposed SOJR Library
- Exterior Repainting at Rizal Hall and Gusaling Andres Bonifacio

Final Evaluation Report must be submitted to the System-wide CPES-IU Committee within (15) days after the completion of the above-named projects.

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

The Committee, including the support staff shall be entitled to honoraria for Ad Hoc Committee (Level 1).

11 March 2009

(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR 09-023: Reconstitution of the Committee to Screen Applicants for the Utilization of the Administrative Development Fund (ADF)

For: Vice President **Arlene A. Samaniego**
 Assistant Vice President **Ariel S. Betan**
 Vice Chancellor **Mary Delia G. Tomacruz**
Dr. Angela D. Escoto, Director - HRDO
 Representative, AUPWU

Pursuant to the establishment of an Administrative Development Fund (ADF) in 2003 to support the administrative staff who shall attend/participate in short-term training programs to enhance their skills and capabilities, the Committee is hereby reconstituted with Vice President Arlene A. Samaniego as Chair for the period 1 April 2009 to 31 March 2010. The Committee shall screen applicants for the utilization of the ADF, based on previously approved selection criteria, procedures and guidelines.

The Committee, including its support staff, shall be entitled to honoraria consistent with rates for Standing Committee (Level 2), as approved by the Board of Regents.

17 March 2009

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

Administrative Order No. PERR 09-027: System Committee on Artist Productivity System (APS)

To: Vice President for Academic Affairs **Amelia P. Guevara**
Prof. Cristina P. Hidalgo, CAL, UP Diliman
 University Professor Emeritus **Gemino Abad**, CAL
 UP Diliman
 University Professor Emeritus **Ramon Santos**, College of Music, UP Diliman
Professor Josefina Estrella, CAL, UP Diliman
Professor Tina Colayco, College of Fine Arts, UP Diliman
Professor Grace Alfonso, CMC, UPD; UP Open University

Please constitute yourselves into the UP Systemwide Committee on UP Artist Productivity System with VPAA Guevara as Chair and Professor Cristina Hidalgo as Co-Chair during the period 1 April 2009 - 28 February 2011.

The UP System Committee shall be tasked to:

- oversee the overall implementation of the APS,
- recommend to the President the UP Artists from the different CUs to receive the title and corresponding award, and
- regularly review the guidelines for the implementation of the APS.

Your Committee is authorized to appoint resource persons who can help evaluate the various applications, if necessary, as well as support staff to assist the Committee in the conduct of its mandate. The expenses of the Committee shall be charged against the budget of the OVPAA.

31 March 2009

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

MEMORANDA

Memorandum No. PERR 09-02: Search Process for the Chancellor of UP Baguio

To: The Chancellor, UP Baguio
 Deans, Directors, Heads of Offices, Heads of Sector Organizations
 All UP Baguio Constituents

The term of office of Chancellor PRISCILLA SUPNET MACANSANTOS will end on 13 April 2009. In connection with this, I am issuing Administrative Order No. 05, INSTITUTING A SEARCH PROCESS FOR THE CHANCELLOR OF U.P. BAGUIO AND CONSTITUTING THE SEARCH COMMITTEE THEREFOR.

Chancellors play crucial and significant roles in the life of their respective constituent universities and the University System as a whole. Their visions, both in words and deeds, contribute in immeasurable ways towards the accomplishment of our goals and aspirations. With this in mind, I enjoin each and everyone to actively participate in the search process, guided at all times by the ideals and the best interests of the University.

Meanwhile, may I request the above-mentioned officials and the heads of offices and organizations to disseminate Administrative Order No. 05 (copy attached) to ensure the widest participation by all concerned in this important academic exercise.

16 January 2009

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

Memorandum No. PERR 09-06: Creation of a Campus Level Ad Hoc Committee in the Selection of the Staff Regent

FOR: All Chancellors

The creation of a campus level ad hoc committee in the selection of the first staff regent is part of the general guidelines agreed upon by the representatives from the recognized staff organizations in the University. (Please refer to Memorandum No. AAS-08-92 dated 18 December 2008, specifically the attached guidelines).

Attached are the lists of representatives for the ad hoc committee campus level, from the following organizations: All-UP Workers Union (AUPWU), All-UP Academic Employees Union (AUPAE), Research Extension and Professional Staff Association (REPSA), UP Supervisors Association (UPSA) and Organization of Non-Academic Personnel of the University of the Philippines (ONAPUP), for your appropriate action. Please make sure that all recognized staff organizations in your campus submit the name of their representative for the ad hoc committee that you will create.

The campus level ad hoc committee shall coordinate with the System level ad hoc committee for smooth conduct of the selection of the first Staff Regent which is expected to be completed within eight (8) weeks maximum.

For compliance.

05 February 2009

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

Memorandum No. PERR 09-05-A: Creation of the UP System Development Planning Committee

FOR: **Vice President Ruperto P. Alonzo**
Dean Marvic MVF Leonen
Dean Erlinda S. Echanis
Professor Rafael A. Rodriguez
Atty. Manuel S. Go
Professor Ferdinand G. Manegdeg
Dr. Magdalena B. Albarracin, Jr.

You are hereby constituted into the UP System Development Planning Committee that will assist my Office in identifying and exploring opportunities for the use of the University's real property.

More specifically, this committee will:

1. Identify development opportunities and prioritize development of UP's real property;
2. Explore possible development options for each of UP's real property;
3. Identify potential partners for the development of UP real property; and
4. Provide advice on terms of reference for developing UP real property.

I shall chair this committee. We shall also include in the committee the chancellor of the campus where the real property in consideration belongs.

All expenses of the committee shall be charged to the Office of the President.

11 February 2009

(Sgd.) EMERLINDA R. ROMAN
 President

Memorandum No. PERR 09-008: UP Artist Productivity System for CY 2009-04-21

To: All Chancellors

I am pleased to inform you that the UP Artist Productivity System (APS) was established by the Board of Regents in its 1239th meeting on 17 December 2008 as the counterpart for the arts of the UP Scientific Productivity System (UP SPS) and is aimed at encouraging outstanding productivity in the creative arts or in arts scholarship for national development. Deserving artists and art scholars in the faculty and research staff will be conferred the title "UP Artist" with a monetary award, the UP Arts Productivity Award.

Under the APS, UP faculty members and research staff will be evaluated using a set of high standards which will enable both UP artists and UP arts scholars to occupy their rightful place in the international community of artist/scholars. The title will be conferred on only the most deserving, to be determined by a rigid screening system designed by a committee of peers and approved by the Board of Regents. They will hold the title for three years, renewable depending on performance. Thus, only those who are productive and continue to be productive shall be considered.

The UP Artist rank shall carry monetary awards to be given to UP Artists who meet the qualifications:

UP Artist I	P120,000 per annum
UP Artist II	144,000 per annum
UP Artist III	180,000 per annum

The Office of the Vice President for Academic Affairs (OVPA) is now ready to accept applications to the UP APS for CY

2009. The period of evaluation of accomplishments is from January 2004-December 2008.

Please submit your recommendations for appointments for UP Artist title, properly evaluated by your CU Committees, to the OVPA on or before 15 April 2009. Please ensure complete documentation for your recommendations. The System Committee shall evaluate recommendations as submitted.

The OVPA will also send this memorandum with attachments on the Implementing Guidelines, Minimum Qualifications for Initial Appointment, Rating System for Evaluation of Nominees and the Application Forms by electronic mail. Kindly disseminate the information to our Faculty, Research Faculty and REPS.

Thank you.

16 February 2009

(Sgd.) EMERLINDA R. ROMAN
 President

Memorandum No. PERR 09-010: Constitution of the Organizing Committee for the UP Systemwide Conference in May 2009

To: **Dr. Amelia P. Guevara**
 Vice President for Academic Affairs

Dr. Celia T. Adriano
 Asst. Vice President for Academic Affairs

Dr. Florinda DF. Mateo
 Asst. Vice President for Academic Affairs

Dr. Lorna I. Paredes
 Vice Chancellor for Academic Affairs, UP Diliman

Dr. Carlene Pilar-Arceo
 Asst. Secretary of the University and of the Board of Regents

Prof. Ludendorffo T. Decenteco
 College of Arts and Letters, UP Diliman

Please constitute yourselves into a Committee with Vice President Amelia Guevara as Chair and Asst. Vice Presidents Celia Adriano and Florinda Mateo as Vice Chairs to organize the UP Systemwide Conference on Blueprint for UP's Next Century to be held on May 20-22, 2009.

You may form sub-committees and assign administrative staff support as necessary.

Thank you.

24 February 2009

(Sgd.) EMERLINDA R. ROMAN
 President

Memorandum No. PERR 09-013: Search Committee for the Directorship of the Natural Sciences Research Institute

To: **Dr. Sergio S. Cao**, Chairman
DOST Undersecretary Fortunato T. dela Peña, Co-Chair*
Dean Caesar A. Saloma, Member
Dr. Priscilla C. Sanchez, Member, NCRP
Dr. Alicia M. Aguinaldo, Member, NCRP

*Designated by DOST Secretary Estrella Alabastro

The term of Dr. Ernelea P. Cao as Director of the Natural Sciences Research Institute (NSRI) is ending on March 31, 2009. The selection and appointment of the NSRI Director is governed by Section 5 of Executive Order No. 7 issued by the UP President on 2 July 1985, which states thus:

"The NSRI shall be headed by a Director to be appointed for a term of three (3) years by the UP President. The President shall be assisted by a five-member Search Committee consisting of the Chancellor of U.P. Diliman as Chairman, the Minister of Science or his Deputy Minister as Co-Chairman, the Dean of the College of Science as Member, and two (2) additional members to be chosen by the first three (3) aforementioned members from among the Chairmen of the NCRP Divisions of Biological Sciences, Chemical Sciences, Earth Sciences, and Mathematical Sciences. The Search for a Director shall be on a nationwide basis from

among the nominees having the following minimum qualifications: a) Ph.D. degree in any of the disciplines covered by the NSRI, b) with several research publications in any of the disciplines covered by the NSRI, and c) some administrative experience."

In accordance with the above, please constitute yourselves into the Search Committee for the next Director of the NSRI.

Please submit your report and recommendations to this Office on or before April 15, 2009.

Thank you for your cooperation.

16 March 2009

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

DECISIONS OF THE BOARD OF REGENTS

1240TH MEETING, 28 JANUARY 2009

MATTERS ARISING FROM THE 1239TH MEETING
17 DECEMBER 2008

On the Issue of a Union Officer as Regent

The issue of possible conflict of interest between membership in the Board and Union membership was raised during the 1239th meeting of the Board of Regents held on 17 December 2008. While the consensus then was that a Union member cannot be a Regent, the Board agreed to seek legal opinion on the matter.

Pertinent portions of the legal opinion as contained in the Memorandum No. TOT 2009-002 read as follows:

"A union officer who also sits as a regent, whether faculty or staff, would then be part of two bodies negotiating on opposite sides. Effectively, it would be self-dealing because as a union officer, s/he would be making demands for improvement of terms and conditions which as regent, s/he would be in position to approve or cause its approval. An apt analogy is found in labor relations law involving the exclusion of managerial employees from a rank-and-file or supervisory union. In *University of the Philippines v. Ferrer-Calleja* (G.R. No. 96189, July 14, 1992), the Supreme Court noted that:

Executive Order No. 180 is a law concerning public sector unionism. It must therefore be construed within that context. Within that context, the University of the Philippines represents the government as an employer. "Policy-determining" refers to policy-determination in university matters that affect those same matters that may be subject of negotiation between public sector management and labor. The reason why "policy-determining" has been laid down as a test in segregating rank-and-file from management is to ensure that those who lay down policies in areas that are still negotiable in public sector collective bargaining do not themselves become part of those employees who seek to change these policies for their collective welfare.

A regent, whether faculty or staff, would thus fall within the standard of "policy-determining" in relation to the union and conflict of interest would arise.

It is of no moment that the recently-concluded Collective Negotiation Agreements (C.N.A.) between the University and the two

unions would have a lifetime longer than the terms of the faculty and staff regent. The two agreements have terms of five (5) years while the faculty and staff regents have two-year terms. The conflict of interest would persist as many provisions of the two C.N.A.s are, by express provision, subject to discussion and re-negotiation within the lifetime of the Agreements. Thus, the union officers who become regents would still be placed in the same untenable position of participating in the negotiations as both union and management at the same time.

A regent, whether faculty or staff, who is also a union officer might be liable for violation of Republic Act No. 3019, or the Anti-Graft and Corrupt Practices Act. The law makes it unlawful for a public officer to become directly or indirectly interested, for personal gain, or having a material interest in any transaction or act requiring the approval of a board, panel or group of which he is a member, and which exercises discretion in such approval, even if he votes against the same or does not participate in the action of the board, committee, panel or group (RA 3019, sec.3[i]). The law thus seeks to prevent the public officer from being placed in the awkward position of having to decide between two conflicting loyalties or retaining a vantage point from which he can influence decision in that regard."

On 20 January 2009, Faculty Regent-elect Judy M. Taguiwalo wrote the members of the Board of Regents, presenting the arguments against the aforementioned memorandum and her belief that there is no impediment to her participation in the Board of Regents even as she remains an officer of the All UP Academic Employees Union.

In her letter to the Board, Dr. Taguiwalo pointed out that the existing rules for the selection of Faculty Regent "make absolutely no mention regarding the holding of official positions in the faculty union." She said that "the imposition of new qualifications or requirements after the fact of my election over and above the existing rules for the selection of the FR which was approved by the Board of Regents (shortly before the procedure itself) constitutes a grave violation of due process." Dr. Taguiwalo stated in her letter that "the voter turnout and margin of victory in the last FR elections were probably among the highest in the recent history of this office." ... "The objections to my membership in the BOR based on the demand for an additional requirement not specified in the original rule is violation not only of my rights but also of the rights of my constituency who now risk being disenfranchised due to this outright violation of due process." Moreover, Dr. Taguiwalo noted that the legal opinion raised by the Vice President for Legal Affairs in his Memorandum of 5 January 2009 that her being a union official constitutes a conflict of interest with the Office of the Faculty Regent is, to say the least, a matter of legal dispute and is clearly not, as some would have it, an unassailable piece of legal

wisdom carved in stone. She therefore sees no basis for setting her resignation as a union officer as a precondition for assuming the Office of the Faculty Regent.

At this meeting, the Board welcomed Dr. Taguiwalo as the new Faculty Regent.

Regent Taguiwalo said that she is happy to be part of the Board of Regents. According to her, the issue of Faculty Regent as Union Officer is something she did not anticipate. First, she said, the rules on the selection of Faculty Regent made no mention of this issue. Second, when President Roman wrote her a letter informing her of the results of the last round of the Faculty Regent selection, there was also no mention of this issue.

Regent Taguiwalo pointed out that her concern is both process and substance. She knows that there are a lot of legal ramifications. She does not want the matter to boil down to one lawyer addressing another lawyer. She said, she is open to discussing the issue as this would also have implications on the Staff Regent once the latter is elected.

The President clarified that this is not a question of disqualifying nor questioning the qualifications of the Faculty Regent. The Faculty Regent has been elected into the position. There is, however, the opinion about the possible conflict of interest. Dr. Taguiwalo is not prevented from assuming her post, but she may have to resign from her position as Union Officer.

Vice President for Legal Affairs Theodore Te who was called in as resource person for this item, called the attention of the Board to two legal opinions he has written on this issue. He stressed that the recently concluded CNA would put the Faculty Regent in the exclusion list. The CNA between the University and All UP Academic Employees Union expressly states in Article II that:

“Section 1. The appropriate negotiating unit covered by this Collective Negotiation Agreement shall consist of all academic rank-and-file personnel, whether permanent, temporary, casual or contractual, employed by the UNIVERSITY, except those specifically excluded by PSLMC Resolution No. 2 series of 1993, or those whose functions are normally considered as policy determining, managerial or confidential in nature. The negotiating unit includes medical officers and resident physicians of PGH.”

According to the Vice President for Legal Affairs, this provision is not a unilateral imposition by the Board of Regents or the Administration. It is the result of a collective negotiating process where the parties – the University and the Union – freely participated and to which they both agreed. The reason for the exclusion is conflict of interest.

Vice President Te noted that the CNA provision defines a “policy determining” employee as outside the scope of the negotiating unit. “If we are to consider that one can be a Union Officer only if one is a member in the first place, then that same logic would exclude, not only as a matter of law but as a matter of mutual agreement, the Faculty Regent not only from being a union officer but also as a union member, in the first place.”

Vice President Te clarified that the mandate of Dr. Taguiwalo as Faculty Regent is recognized. The question would be in terms of how the Faculty Regent would discharge her duties while retaining her position/membership in the Union.

Chairman Angeles, then, advised Dr. Taguiwalo to resign as officer of the Union and file a leave of absence as member. The Chair said Dr. Taguiwalo can be elected again as officer of the Union when she completes her term as Regent.

Regent Taguiwalo said she is open to the advice of the Chair. She informed the Board, however, that she would have to go back to her

constituents and inform them of the advice of the Board. Then, she would write a letter to the Board, informing the latter of her decision.

Update on the Faculty Medical Arts Building (FMAB), UP Manila-Philippine General Hospital

At its 1239th meeting held on 17 December 2008, the Board of Regents approved the proposal to grant an additional six (6) month rent free mobilization period counted from the date of the signing of the contract. The Board, however, did not act formally on the second proposal, that is, “subject to existing government rules and regulations for UP PGH to reimburse the expenses incurred for the permanent improvement made by lessee if the reason for pre-termination, termination, cancellation, revocation and/or rescission is not the fault of the latter.” This is in view of existing laws that protect all parties concerned, which the Board said, should apply to this project.

On 21 January 2009, the Chair of the Special Bids and Awards Committee for FMAB wrote the Secretary of the University informing her that the Committee is recommending the award for the project “Lease with Conversion, Rehabilitation, Development and Operation of the PGH Dispensary Building as the UPM-PGH Faculty Medical Arts Building (FMAB)” to Daniel O. Mercado Medical Center.

The award is subject to the execution of a formal agreement and payment/delivery of the following:

1. Approved Architectural Plans, Design and Specifications within three (3) months upon receipt of the notice of award;
2. Security deposit in the form of cash/manager’s check equivalent to six (6) months rent to be made upon receipt of the notice of award; and
3. Performance bond in the form of Surety (General Insurance Fund) issued by the GSIS equivalent to thirty percent (30%) of the construction cost, which should be made within fifteen (15) days upon receipt of the notice of award.

The President informed the Board that every single step of the way, UP Manila-PGH has been guided by laws and regulations. This project has been presented to the Board a number of times already. The project once completed will definitely help the operations of PGH. More of PGH’s doctors will be encouraged to stay longer in the Hospital because they will be doing their private practice within the same compound.

1238TH MEETING, 28 NOVEMBER 2008

Amendment to the Authority to Pay the CNA Signing Bonus Approved by the Board of Regents at its 1238th Meeting held on 28 November 2008

At its 1238th meeting held on 28 November 2008, the Board of Regents approved the request of the President for authority to pay the CNA Signing Bonus.

In his Memorandum for the Board of Regents, dated 26 January 2009, the Vice President for Legal Affairs requests that the authority to pay the CNA signing bonus be amended to authority to pay the CNA Incentive.

Pertinent portions of the memorandum read as follows:

“A CNA Incentive is a cash incentive in whatever form provided for in the CNAs and its supplements, which is granted in PSLMC Resolution NO. 04, s 2002 and PSLMC Resolution NO. 02, s.2003, or

the rationalized cash incentive granted to the government employees concerned who have contributed either in productivity or cost savings in an agency, in fulfillment of the commitments in the CNAs or supplements thereto. It excludes such other items that are negotiable, in cash or in kind, listed under section 2, Rule XII, PSLMC Resolution No. 2, s.2004, and non-negotiable concerns specified in PSLMC Resolution NO. 04, s.2002, and PSLMC Resolution No. 02, s.2003. (Budget Circular No.1, 2.2006)

The reference to the CNA Incentive as "signing bonus" was inadvertent and by force of habit and there was no intent to circumvent the law on the matter. The written document, as ratified by both Unions, reflects the correct term. We request, therefore, consistent with the earlier Board approval given to pay the "signing bonus" that the record be corrected and modified to reflect that the authority is to pay the 'CNA Incentive' and not a 'signing bonus'.

Board action: APPROVAL.

1234TH MEETING, 31 JULY 2008

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

The Student Disciplinary Tribunal issued a Decision (Partial) dated 28 November 2008 disposing of the above-titled case with respect to respondents Alexis Cimagala, Judy Anne Co, Anezska Cortina, Wilmer Cu, Bernadette Lopez and Carissa Mangubat. The Tribunal acquitted these six (6) respondents of cheating¹ but found them guilty of other misconduct², and imposed upon each of them a penalty of suspension of forty-five (45) days.

These respondents received their respective copies of the Decision (Partial) during the Formal Hearing on 12 December 2008. Respondent Cimagala filed a Manifestation on 19 December 2008 that she would no longer seek reconsideration thereof. Respondent Mangubat filed a Motion for Reconsideration, but later filed a motion to withdraw the same before the Tribunal could act on it.

The Rules and Regulations on Student Conduct and Discipline provide:

Section 18. Finality of Decision – Any decision of the tribunal or of a Dean, other than expulsion, permanent disqualification from enrolment or suspension for more than 30 calendar days, shall become final and executory after 15 days from receipt of the decision by the respondent unless within five days from receipt thereof a motion for reconsideration of the same is filed, in which case the decision shall be final after 15 days from receipt of the action on the motion for reconsideration.

Section 19. Appeal to the President or Chancellor. - In all cases in which final decision is not conferred on a Dean or the tribunal, the respondent may file an appeal with the President or the Chancellor within ten days from receipt of the appeal.

Hence, since more than ten (10) days have lapsed since the six (6)

respondents received the Decision (Partial) and none of them filed any appeal or motion for reconsideration therefrom, the Decision (Partial) has already become final and executory.

During the same formal hearing on 12 December 2008, the Tribunal allowed Philip Amadeus Libre to testify as rebuttal witness for the prosecution against respondents Kevin Velasco and Punyagi Abueg, over the objections of counsel for these two (2) respondents. However, the Tribunal granted respondents' counsel's request to hold Mr. Libre's presentation in abeyance to give them time to supposedly seek judicial relief from the Tribunal's ruling. This case is next scheduled for formal hearing in June 2009 for presentation of Mr. Libre as rebuttal witness against respondents Velasco and Abueg.

The Board will recall that the Tribunal issued an earlier Decision (Partial) dated 10 July 2008 dismissing all charges against respondents Rafael Agustine Lapid, Paula Sun and Eric Angeles.

The President read pertinent portions of the SDT report so the Board will have better appreciation of the facts of the case, as follows:

"On August 6, 2007, at around 6:00 pm to 8:00 pm, at Room 302 of the College of Business Administration and in the course of the mid-term examination of the BA 161 class conducted by Prof. Shirley Calapatia, Alexis Cimagala and Anezska Cortina x x x were frequently looking at each other's test papers during the examination; that Carissa Mangubat slung her arm over her chair, and looked back at the test papers of Anezska Cortina and Alexis Cimagala during the examination; that while Judy Anne Co was standing up as if to submit her test paper, Wilmer Cu slid Judy Anne Co's test paper and pulled it closer to him and looked at it, then wrote on his own test paper to which Judy Anne Co did not object; that, Alexis Cimagala and Anezska Cortina were talking in whispers to each other during the examination; that Judy Anne Co and Wilmer Cu were talking in whispers to each other during the examination; that, Bernadette Lopez and Carissa Mangubat, who were seatmates, were talking to each other in whispers; xxx xxx xxx; xxx xxx xxx; that, during the examination, Bernadette Lopez left the examination room several times with the primary reference book, "Laws on Obligations and Contracts" by Hector De Leon, underneath her black jacket; from a seat near her, Anezska Cortina lifted a jacket with a primary reference book by De Leon underneath. She passed on the De Leon book covered by the jacket to Alexis Cimagala who put said jacket and book at her lap."

The Board, particularly Regent Tiongco, expressed its displeasure with the decision of the SDT on this case. To the Regents, the decision is vague. While the findings of the facts show there is cheating, the decision shows otherwise. Regent Tiongco said that the Board should not give its countenance to this kind of decision. There might even be a need to reconstitute the Student Disciplinary Tribunal, according to him.

In this regard, the President informed the Board that one of the projects of the Office of the Vice President for Legal Affairs is to review the existing SDT Rules.



¹Section 2(a) of the Rules and Regulations on Student Conduct and Discipline (RRSCD)

²Section 2(m) of the RRSCD

POLICY MATTERS APPROVED

Proposal for the Institution of the Doctor in Social Development Program, College of Social Work and Community Development, UP Diliman

Rationale

Social Development as an Area of Study and Practice

Social Development, as a construct in development theory and practice, is not new. Theodore Schultz (1959) emphasized the need for the formation of "human capital" as a prerequisite to growth, especially in the Third World. His view was elaborated by W. Arthur Lewis and Hans Singer, who argued that social factors such as health, education, fertility and other conditions that improved human capital are essential to industrial development. In 1969, Dudley Seers, the first Director of the Institute of Development Studies in Sussex, England, challenged the focus on economic growth as the goal of development. In his treatise, he argued that development was a social phenomenon, and that the elimination of poverty, unemployment and income inequality was as important as the concern for per capita growth (Seers 1969). His writings influenced younger economists, among them Mahbub ul Haq (1972), who later led in the development of the Human Development Index for the UN Development Program.

The United Nations Research Institute for Social Development based in Geneva has been conducting research to contribute to the work of the United Nations in the field of social policy, social development planning, and balanced economic and social development (UNRISD 1980). The United Nations Center for Regional Development in Nagoya, Japan has a Social Development Unit that develops materials and trains workers in local social development. It defines Social Development as improving access to basic services, achieving progress in the more complex social goals such as equity, social justice, cultural promotion and peace of mind, as well as enhancing the people's capacity for action so that their creative potential can be released and shape social development (UNCRD 1988).

The same view is shared by an academic: "The goals and substance of social development is the welfare, as determined by the people themselves, and the creation or alteration of institutions so as to create a capacity for meeting human needs at all levels and for improving the quality of human relationships and relationships between people and societal institutions (Paiva n.d.: University of Missouri)."

The Department for International Development (DFID) defines social development as "a growing discipline which aims to refine development work by making it more accountable, more equitable, and more appropriate...The focus is on the needs and interest of the poorest people" (DFID 2008). Social Development brings together various strands that in recent years have contributed to development thinking and practice, namely: 1) an understanding of how gender issues influence all aspects of development practice and policy; 2) a realization of the need to give poorer people a voice and encourage their participation; 3) an awareness of the social and cultural factors affecting all efforts to improve people's lives; and 4) an emphasis on people's rights (World Bank 2005:65)."

The centrality of social development in international development discourse is exemplified by separate though related Human Development Index (HDI), which analyzes people-centered development on the basis of health indicators, education, knowledge and literacy, and economic living standards; the Gender - related Development Index (GDI), which examines the same factors from the standpoint of gender difference; and the Gender Empowerment Measure (GEM), which looks at the extent to which women and men

are able to participate in economic and political life, and to take part in decision-making.

In 1995, at the World Summit for Social Development, world leaders and heads of state affirmed the need to address social problems in every nation, especially those of poverty and social exclusion. They recognized the significance of social development for human well-being, and the interdependence and interconnection of economic development, social development and environmental protection as components of a sustainable development.

Social Development as an area of study provides an analytical understanding of development issues linked to social forces which influence the lives of multitudes of people - men, women, children and minorities - across diverse sectors and social settings. It is concerned with addressing social problems that influence economic progress, human security and well-being; innovates and analyzes strategies for the enhancement of a people-centered development.

Social work educators were among the first group of academics who sought to respond to pressing human concerns from an international, interdisciplinary perspective. They formed the International Consortium for Social Development (ICSD) in the 1970s in order to develop "conceptual frameworks and effective intervention strategies geared to influencing local, national and international systems. It is committed to creating peaceful solutions to the problems of survival at the local, national and global levels (ICSD 2008)." The ICSD initiated an international refereed journal, Social Development Issues, as a forum for achieving linkages between multiple disciplines, nations and cultures. It is committed to the advancement of social, cultural, political and economic theory, policy and practice (and their interrelationship) within a global context.

The Proposed Program for a Doctor in Social Development

The Doctor in Social Development program puts emphasis on the development of knowledge from the ground, and theorizing from below, as bases for the enrichment of teaching, scholarship, research and practice in social development. It transcends disciplinary boundaries by taking the individual, the family, the community, organizations and the larger society as the focal points for the analysis of development issues, and as the fulcrum for programs and interventions aimed at the attainment of total human development. It will apply and analyze relevant inter-and multi-disciplinary perspectives, methods and approaches from the various physical, biological and social sciences, management sciences, and arts and humanities in the various courses, in order to better comprehend the holistic yet diverse nature of development phenomena.

The doctorate program covers three major areas of studies: social development direct practice, social development planning and administration, and social development studies. The program is concerned with the analysis, reflection, formulation and implementation of participatory processes in development strategies and responses, to promote human rights and attain social justice, gender equality, and people's empowerment. It will address, identify, create and replicate approaches and methods that enhance the capacities of vulnerable sectors to be active agents in development: including poor women, children and the youth, the elderly and the disabled, indigenous people and gender minorities, other disadvantaged or marginalized groups.

Goals of the Doctor in Social Development (DSD) Program

The Doctor in Social Development Program aims to develop advanced competency among professionals, practitioners and academics in Social Development. The program hopes to produce top calibre graduates in social development who are:

- Social Development practitioners in the field of organizing, advocacy, and social mobilization who will be equipped with the conceptual and methodological tools to synthesize their

experiences, thus enabling them to theorize from below and contribute to the body of knowledge in social development.

- Social Development policy makers and administrators in humanitarian organizations, from government, non-governmental and international organizational settings, who would attain competencies in conceptualizing, formulating, and evaluating social policies and programs, thus contributing to more relevant, effective and efficient services for the poor and the marginalized sectors.
- Social Development educators in both formal and non-formal setting in the fields of social work, community development, women and development, and other related fields, thus enhancing the development of the disciplines and becoming partners in the promotion of academic excellence in the field of social development.
- Social Development researchers, particularly in applied, participatory, action-oriented and feminist research, enabling them to venture into the unexplored, to critique and identify potential sources of new ideas, at the same time working for changes in the lives of the people and communities.
- Other Social Development professionals, to be trained in identifying and integrating social factors, community-based approaches, gender and human rights dimensions in development initiatives, thus ensuring the social soundness of programs and projects and the protection of people and communities from the adverse consequences of development.

Board action: **APPROVAL.**

Proposed amendments on the Establishment of the UP Law Centennial Faculty Research Award, to include funding details

At its 1239th meeting held on 17 December 2008, the Board of Regents approved the establishment of the UP Law Centennial Faculty Research Award in the College of Law, UP Diliman. This is a research award for academic distinction given to a holder of a Professorial Chair in any field of law. The award is intended to encourage legal scholarship beyond the mere collection of laws and jurisprudence. It will support efforts of the faculty of law to focus on legal scholarship thereby deepening their ability to impart knowledge and skills while maintaining UP's leadership in legal education.

The Award shall be funded as follows:

From the Legal Research Fund:

The amount of twenty million pesos (Php20,000,000) shall be immediately set aside to fund the award for the latter part of 2008 and for 2009. This amount will be replenished on an annual basis.

To ensure the project will be sustainable, the amount of fifty million pesos shall be set aside to create the UP Law Centennial Faculty Research Award Endowment Fund. Starting 2009, twenty percent (20%) of the collections for the Legal Research Fund shall also be contributed to this endowment fund.

The earnings of the UP Law Centennial Faculty Research Award Endowment Fund should form part of its principal until the fund reaches the amount of Four Hundred Million Pesos (Php 400,000,000). At that time, the award shall be sourced from the income of this endowment.

Board action: **APPROVAL.**

Request for a One-Semester Temporary Waiver of the Faculty Tenure Rule in Favor of PROF. MELANIE NARCISO, Institute of Human Nutrition and Food, College of Human Ecology, UP Los Baños, effective 1 November 2008 until 31 May 2009

Prof. Narciso was appointed Assistant Professor on 17 October 2005. Her article entitled, Validity of MUAC by Color-coded Tape Measure for Screening Under-five Undernutrition in Post-disaster Situations, has been reviewed and accepted for publication in the Journal of the Nutritionist-Dietitians' Association of the Philippines (JNDAP). The article will be included in Vol 21 of the January-December 2007 issue of JNDAP.

Prof. Narciso graduated from UPLB in 1998, cum laude and topped the board exam given in the same year. She pursued her M.S. degree in Food and Nutritional Science at the University of Wisconsin under the Fulbright Philippine Agriculture Scholarship in 2003. For the past 3 years she has been primarily teaching food courses at IHNF. She has demonstrated mastery of the courses she handled as reflected in the qualitative and quantitative results of her student evaluation. She has exhibited dedication, commitment and passion for teaching and has shown potential in scientific writing as seen from articles/papers and posters which have been accepted and exhibited in local and international events.

She has also been involved in research and extension activities which are internationally and locally funded. She has been a member and officer of several professional organizations and has served as resource person within and outside the college. She spearheaded the development of a centennial coffee table book on ecology of food in and around UP Los Baños.

Board action: **APPROVAL.**

Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Dr. BENJAMINA PAULA G. FLOR, Assistant Professor 6, College of Development Communication, UP Los Baños, effective 1 November 2008 until 16 December 2008

Dr. Flor has already published her article entitled Governance Communication and School Development in Rural and Remote Areas of Lao PDR in the refereed journal The Philippine Journal of Development Communication which got off the press last 6 October 2008.

Dr. Benjamina Paula G. Flor is an exceptional teacher. Her rich and solid background in monitoring and evaluation, training development and management, and distance education in government and local and international non-government organizations has been very useful in enriching her lectures on community broadcasting, development communication research, interpersonal communication in development, and communication and culture.

More importantly, despite her impressive experience and expertise, she connects and communicates well with both her graduate and undergraduate students. Her graduate students describe her teaching style as "thought-provoking, intellectually stimulating, experiential and informative". Likewise, her undergraduate students describe her teaching style as "fun, interactive, entertaining and practical". Such comments explain why she has never obtained a weighted average lower than 1.34 in her student evaluation since she became part of the College during the first Semester AY 2005-2006. Her student evaluation for the First Semester 2007-08 is 1.19.

As of the first semester 2008-2009, Dr. Flor was given the position of College Secretary, leaving her previous position of Department Chair behind. Her approachability and ability to create a participatory and comfortable organizational climate when she served as the Chair of the Department of Development Broadcasting and Telecommunication made her the unquestionable candidate for her position.

The College truly benefits from Dr. Flor's skills, services and extensive knowledge and experience. She greatly contributes to the distinctive institutional excellence of CDC and the University.

Prof. Flor was granted tenure by the Board of Regents at its 1239th meeting held on 17 December 2008. This request once approved will provide continuity in her service.

Board action: APPROVAL.

Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Prof. CARMEN N. FIRMO, Associate Professor 1, School of Health Sciences, UP Manila, effective 1 June 2008 until 27 January 2009

Prof. Firmo's research manuscript entitled "Health and Nutrition Program of the Public Secondary Schools in the Different Cities of Region VIII: Inputs to a Proposed Intervention Scheme" has been published in the August 2008 issue of the Journal Scholars Trust of Asian Development Foundation College, Vol. 1.

This is a stop gap measure to provide continuity in her service. Her tenure was granted by the Board in this meeting.

Board action: APPROVAL.

Request of the UP Diliman Chancellor for Waiver of Equity Charge on Contractual Obligations of Reneging Fellows

The Board, at its 1228th meeting held on 19 December 2007, granted an amnesty on all interests and penalties on contractual obligations, representing the cash equivalent of un-returned service requirement of renegeing fellows, the pertinent portion of which Resolution states:

"5. As an incentive for early settlement, the University should consider granting an amnesty on all interests and penalties during the whole UP Centennial Year (2008)."

Section 6 of the scholarship agreement between the University and a fellow requires the grantee to reimburse the University the total expenses incurred in connection with the scholarship, plus equity charge, and interest in the event the fellow reneges on his/her obligations to render return service to the University.

Executive Order No. 129 (enacted on 6 May 1968, last amended by Executive Order No. 367, enacted on 21 August 1989) appears to be more benevolent in that no equity charges are imputed on the scholar/fellow who fails to render the required return service.

"Section 12. Obligations of a grantee or trainee. In consideration of this acceptance of a foreign scholarship/training grant, the grantee or trainee binds himself to the following conditions:

xxx e. To return immediately upon the termination of his scholarship training;

xxx h. To serve his Office or any other government office or instrumentality as the exigencies of the service may require, for the specified period indicated ...".

For failure to render the required length of service referred to in subparagraph (h) of this Section, on account of voluntary fault or other causes within his control, the grantee or trainee shall refund in full to his agency such amount as may have been defrayed for expenses incident to his scholarship/training as determined by the Committee. Xxx"

Clearly, the text of EO 129 does not include any equity charge.

Several reneging fellows (Christine C. Bala, Carmela A. Bosangit, Ma. Rosario L. Chan, Thelma L. Flores, Dushinka A. Gonzales, Adolfo

Jesus R. Gopez, Zenon Richard R. Mateo, Rogelia Pe-Pua) have conveyed willingness to pay but with the request that the equity charge be waived in their favor.

As a business and accounting concept, equity is variably defined as the difference of total assets and total liabilities, the networth of a person or firm computed by subtracting total liabilities from total assets, or an interest against resources, or the residual interest in a going-concern business. In law, a charge is an encumbrance, lien or claim, a price, cost or expense. In business and accounting, a charge is a cost or expense. From the definitions provided for the term "equity", it appears that equity charge is an interest charge, a cost or expense.

However, considering that the Board granted amnesty on interest and penalties in celebration of the University's centennial year and to encourage early settlement of contractual obligations, the policy on amnesty may be liberally construed to cover equity charge.

In the Statements of Accountability prepared by the Accounting Office, the principal obligation consists of the total expenses incurred by the University and the equity charge. The latter being computed as a certain percentage of the actual University expenses.

It is the Chancellor's position that the policy on amnesty as approved by the Board in its 1228th meeting held on 19 December 2007, granting amnesty on all interests and penalties during the whole U.P. Centennial Year (2008) may be liberally construed to cover equity charge.

With all due respect, the Office of the Vice President for Legal Affairs, does not agree with the Chancellor's position that the amnesty given by the Board on interest and penalties of reneging fellows may be liberally construed so as to include amnesty in the payment of the equity charge.

Pertinent portions of Chapter 9 of the Faculty Manual, UP Diliman provides thus:

9.1 Fellowship/Study Leave

As a University policy, faculty members are encouraged to pursue graduate studies in fields that are within the academic priorities of their department/institute, college and the University. The faculty students are granted full or partial load reduction to help them complete their studies in the soonest time possible. However, this is subject to conditions that will ensure the University's continued ability to meet the demands of teaching, research, extension, and academic administration.

Fellowships are given to the most capable, promising, and deserving faculty members in areas of study according to University priorities and selected on the basis of qualifications. The appointment of Fellows is made by the Chancellor.

xxx xxx xxx

Deserving faculty members may also be allowed to go on study leave with pay to pursue graduate studies in an area within the thrust of the unit.

xxx xxx xxx

Clearly, fellowships are incentives, or privileges granted to deserving faculty members. These grants are provided for the purpose of ensuring the development of the University's human resources, particularly its faculty or academic staff. Hence, the University, in granting such fellowships, actually invests in the person, and thus, expects a return in its investment.

This is the basis for the provisions in the Faculty Manual [9.1.2 a (4) and 9.1.3 (e)] which imposes as an obligation for foreign or local fellowship, the execution of a contract with the University and the corresponding surety agreement.

In the said surety agreement, the Surety binds the Principal (fellow) as follows:

"To pay and reimburse the University of the Philippines in full such amount or amounts as may have been defrayed for transportation, salary, allowances and other expenses incurred by the University (or the Philippine Government) as well as external financial grants given through or upon endorsement of the University in connection with the Principal's fellowship, scholarship or special detail plus an equity charge equivalent to 20% of the total amount expended, which equity charge shall in no case be less than P5,000.00 and 6% interest thereon computed from the date of the breach or revocation until completely paid -

"xxx xxx xxx"

Hence, despite the fact that EO 129 as amended does not include the payment of an equity charge, it is clear that the faculty, in executing the above Suretyship Agreement, has already bound him/herself to pay such equity charge.

Based on the definition given in the Chancellor's Memorandum, "equity" is to be construed as part of the principal amount as it is actually a payment to the University for the loss of a portion of its asset. An interest, on the other hand is basically a fee on one's borrowed asset. In which case, "equity" is in effect part of the principal on which the interest is to be charged.

Moreover, the amnesty is clearly exclusive only for interests and penalties. As clearly stated in No. 5 of the "Proposed Guidelines on How to Make it Easier to Collect Obligations of Reneging Fellows" approved by the BOR during its 1228th meeting held on 19 December 2007:

"5. As an incentive for early settlement, the University should consider granting an amnesty on all interests and penalties during the whole UP centennial year (2008)."

Had the equity charges been contemplated in the grant of amnesty, it should have been included in the enumeration.

It is, however, on record that while the Board of Regents has, in the past, strictly imposed a policy of non-waiver of interests and penalties, it has also acted with great liberality when it approved the abovementioned Guidelines.

The Legal Office submits that it is within the Board of Regents' discretion to decide if equity charges should be included in the amnesty granted last 19 December 2007.

Board action: APPROVAL.

Secondment of Dr. F. CHARITO I. SEBASTIAN, UP Extension Program in Pampanga, UP Diliman to the Senate of the Philippines

Upon the invitation of Senator Edgardo J. Angara, Dr. Sebastian is willing to serve as Executive Director of the Congressional Oversight Committee on Agricultural and Fisheries Modernization (COCAFAM).

Pursuant to Chapter 10.3.6a of the Faculty Manual and the decision on secondment rules of the 1031st Board of Regents meeting, the University of the Philippines Diliman agrees to second Dr. F. Charito I. Sebastian as Executive Director of the Committee.

The Secondment of Dr. Sebastian to the Senate shall have an effectivity period of two (2) years from 16 October 2008 until 15 October 2010, and may be renewed for a period as may be requested by the Office of Senator Edgardo J. Angara and authorized by the University of the Philippines Diliman. The Agreement shall be submitted to the Civil Service Commission within thirty (30) days from the signing of the Agreement for its approval.

Dr. Sebastian shall be paid by the Committee as the Seconding Agency.

Pursuant to Rules III (6) © (viii) of CSC MC 15, s. 1999, Dr. F. Charito I. Sebastian shall be also entitled to earn leave credits at the Senate which are commutable immediately after cessation of her Secondment and payable by the Senate. She may also be accorded the privileges extended to Senate Staff.

Board action: APPROVAL.

Request of the Office of Admissions for Waiver of the Board of Regents Ruling in Transacting Business with the Philippine National Bank (PNB)

The Board at its 1222nd meeting held on 27 July 2007 agreed that Constituent Universities may continue transacting business with PNB but only for payroll purposes. In view of this, the Office of Admissions is requesting a waiver of the Board of Regents ruling in transacting with PNB in connection with the collection of UPCAT fees through its branches nationwide. The University and the PNB have an existing MOA regarding the collection service which has been in effect since June 2001. They also have a MOA with Land Bank that took effect in June 2007. Both MOAs have provided the University with a nationwide collection facility for UPCAT application fees and have proven to be very convenient for schools and students.

The application forms and information bulletin for UPCAT 2010 are due to be printed in March 2009 and it is necessary to include the information regarding the different modes of payment of UPCAT fees.

Board action: APPROVAL.

Request for Temporary Waiver of the "Up or Out" Policy in Favor of Ms. MINI MAY MARKIE B. MEDEL, Instructor 1, Institute of Computer Science, UP Los Baños, effective 1 November 2008 until 31 March 2009

Ms. Medel has been serving the University as Instructor 1 for seven (7) years already as of 31 October 2008. The "Up or Out" policy of the University now applies to her. She took her graduate studies on a part-time basis and was able to finish the Master of Information Technology degree in November 2008. The UPLB University Council approved her graduation in its meeting held on 12 December 2008.

The Institute of Computer Science (ICS) finds Ms. Medel a very valuable asset being one of the new faculty members with graduate degree. There is a very fast turnover of faculty members at the Institute and Ms. Medel is one of those who have stayed with ICS until now. She is highly rated by her students in terms of teaching performance.

The temporary waiver is being requested as a service stop gap measure.

Board action: APPROVAL.



FINANCIAL MATTERS APPROVED

Request for the Utilization of the Graduate Program Trust Fund (Trust Fund No. 1511-884-952-005) for the establishment of seventeen (17) Centennial Faculty Grant Awards for UP College of Business Administration Faculty Who Teach in the Graduate Programs (MBA, MS Finance and Ph.D.)

The total amount needed per rank per year is as follows:

Rank	Award	No.	Amount/Year
Asst. Professor	P105,000	14	P1,470,000
Assoc. Professor	P135,000	2	P270,000
Professor	P165,000	1	P165,000
	Total	17	P1,905,000

The Graduate Program Trust Fund has an estimated balance of P15 Million as of December 31, 2008. The Trust Fund has a regular cash inflow every year from graduate program tuition of P2,200 per unit (net of baseline tuition for the campus of P300.00 per unit) or a total estimated cash inflow of P4.6 Million for "Teaching Enhancement" purposes. The criteria used by the college for the annual selection of Faculty Grant Awardees are consistent with University rules/policies.

Board action: **APPROVAL.**

Reprogramming of UP Los Baños' Accumulated Unexpended Balances Amounting to Php80,132,520.00 certified available by the UP Los Baños Budget Office and Accounting Office

The amount shall be utilized as follows:

Maintenance & Other Operating Expenses	P58,132,520.00
to augment MOOE deficiency for the payment of utilities and other operating expenditures	
Capital Outlay	P22,000,000.00
For the renovation of the Alumni Center, completion of the CAS roofing and procurement including installation of new transformers to replace defective ones	
Total	P80,132,520.00

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

Board action: **APPROVAL.**

Reprogramming of UP Diliman's Accumulated Unexpended Balances as of 31 December 2008 amounting to P136,210,943.93, certified available by the UP Diliman Budget Office and Accounting Office

The amount shall be utilized as follows:

Personal Services	P10,860,000.00
to cover obligations for terminal leave, retirement benefits, overload honoraria and other PS requirements	

Maintenance & Other Operating Expenses P90,350,943.93
to provide additional funds for faculty Open Grants & new PhD Incentive Grants and to pay pending utilities bills for Meralco, Manila Water Co., PLDT, Bayantel & other MOOE items for the various projects of UP Diliman

Construction Outlay P25,000,000.00
to provide the counterpart fund for the Dormitory Construction Project & Other Infrastructure Projects of UP Diliman

Equipment Outlay P10,000,000.00
For the purchase of medical & laboratory equipment, airconditioning units and other equipment

TOTAL **P136,210,943.93**

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

Board action: **APPROVAL.**

Reprogramming of UP Mindanao's Accumulated Unexpended Balances as of 31 December 2008 amounting to P1,945,550.55, certified available by the UP Mindanao Budget Office and Accounting Office

The amount shall be utilized as follows:

General Administration & Support Services	
1. Personal Services	P1,350,000.00
to pay for personal benefits and other PS Obligations	
2. Maintenance & Other Operating Expenses	P595,550.55
to pay for utility bills, rent of buildings & vehicle maintenance, and other MOOE expenses	
TOTAL	P1,945,550.55

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.**

Honoraria Rates (as adjusted by a 20% increase over the old rates approved in January 2003) for Full-Time Faculty Members who teach in the Ph.D. Program at the College of Business Administration, UP Diliman, Effective Second Semester of AY 2008-2009

The 20% increase was previously approved by the Board at its 1235th meeting held on 29 August 2008. A separate Table of Honoraria is necessary for the Ph.D. program because the load credit per course is 3 units (in the Master's program, the load credit is only 2 units). At the 1235th meeting, only the Table of Honoraria for the Master's Program was submitted by the College for approval of the Board of Regents.

**UPCBA Ph.D. Honorarium Structure
Per Semester/Per Course***

Rank	Current Rates <i>Effective January 2003 BOR 1167th Meeting, 30 January 2003</i>	Proposed Honoraria Rates
Professor	18,360.00	22,032.00
Assoc. Prof.	14,280.00	17,136.00
Asst. Prof.	10,200.00	12,240.00
Prof. Lecturer	8,160.00	9,792.00
Sr. Lecturer	6,120.00	7,344.00

*For all class sizes

Board action: **APPROVAL.**

Request of UP Manila-Philippine General Hospital for Authority to use P8,050,000.00 out of the P36 Million Borrowed from the Corpus of the PGH Special Endowment Fund (SEF) to Add to funds Needed for the Initial Installment of the CNA Incentive

At its 1233rd meeting held on 19 June 2008, the Board of Regents approved the request of the PGH Director for authority to use the P36 Million from the Corpus of the Special Endowment Fund (SEF) for PGH to pay the U.P. Centennial Bonus. Out of the P36 Million, there is savings of P8,050,000.00. The PGH Director requests authority to use this amount to add to funds needed for the initial installment of the CNA Incentive.

As approved in the 1235th meeting of the Board, the amount of P36 M shall be returned to the corpus in monthly installments for two (2) years starting CY 2009.

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

The Chancellor of UP Manila and the President of the University have endorsed this request.

Board action: **APPROVAL.**

Request of UP Manila-Philippine General Hospital for Authority to Borrow from the Remaining Corpus of PGH SEF another Ten Million Pesos (PhP10,000,000.00)

The Ten Million Pesos (P10,000,000.00) will be used for the following purposes:

1. Php2,000,000.00 to further add to funds needed for the CNA incentive first installment; and
2. Php8,000,000.00 to cover the stipends of incoming post-residency fellowship (subspecialty) program trainees/service providers across clinical departments who lack extramural support. These subspecialty trainees are needed by PGH to sustain and advance its leadership, research and manpower resource development role in highly specialized cutting-edge medical fields as the country's National University Hospital.

The P10,000,000.00 shall be repaid this year. It will be incorporated in the 2009 Internal Operating Budget of the PGH.

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

The Chancellor of UP Manila and the President of the University have endorsed this request.

Board action: **APPROVAL.**

APPOINTMENTS

UNIVERSITY OFFICIALS

UP System

Dr. CELIA T. ADRIANO as Assistant Vice President for Academic Affairs, effective 1 January 2009 to serve at the pleasure of the Vice President for Academic Affairs

Prof. JOSELITO G. FLORENDO as Assistant Vice President for Planning and Finance, effective 2 February 2009 to serve at the pleasure of the Vice President for Planning and Finance

Dr. SYLVIA E. CLAUDIO as Director, University Center for Women's Studies, effective 1 January 2009 until 31 December 2009

UP Los Baños

Dr. VIVIAN A. GONZALES as Director, Office of Student Affairs, effective 16 February 2009 until 15 March 2012

UP Manila

Dr. ERLYN A. SANA as Dean, National Teacher Training Center for the Health Professions, effective 1 February 2009 until 31 January 2012

TRANSFER TO PERMANENT STATUS

UP Diliman

Prof. Lilibeth J. Baylosis, Assistant Professor 2 (Salary Grade 19-1), College of Home Economics, effective 28 January 2009

Prof. Antonio E. Senador, Jr., Assistant Professor 2 (Salary Grade 19-1), College of Engineering, effective 28 January 2009

UP Los Baños

Prof. Lucille C. Villegas, Assistant Professor 4 (Salary Grade 20-1), College of Arts and Sciences, effective 28 January 2009

UP Manila

Prof. Margaret M. Briones-Quirejero, Associate Professor 3 (part-time) (Salary Grade 23-4), College of Medicine and Attending Psychiatrist, Philippine General Hospital, effective 28 January 2009

Prof. Carmen N. Firmo, Associate Professor 1 (Salary Grade 22-4), School of Health Sciences, effective 28 January 2009

Prof. Edna May M. Lasap-Go, Associate Professor 2 (part-time) (Salary Grade 22-6), College of Medicine, effective 28 January 2009

Prof. Vicente Francisco R. Hizon, Associate Professor 3 (part-time) (Salary Grade 23-4), College of Medicine and Attending Radiologist, Philippine General Hospital, effective 28 January 2009

Prof. Anselmo T. Tronco, Associate Professor 3 (part-time) (Salary Grade 23-4), College of Medicine and Attending Psychiatrist, Philippine General Hospital, effective 28 January 2009

UP Mindanao

Prof. Severo T. Bastian, Jr., Assistant Professor 7 (Salary Grade 21-5), College of Science and Management, effective 28 January 2009

Prof. Noreen Grace V. Fundador, Assistant Professor 1 (Salary Grade 18-1), College of Science and Management, effective 28 January 2009

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

UP Diliman

Prof. Catalina S. Salazar as Associate Professor 7 (Salary Grade 25-6) , College of Education, effective 13 February 2009 until 31 May 2009

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

UP Diliman

Prof. Rogelio A. Vinluan as Professorial Lecturer 3, College of Law, effective 1 June 2008 until 31 May 2009

UP Manila

Prof. Thelma A. Rivera as Professorial Lecturer 2, College of Pharmacy, effective 1 November 2008 until 31 May 2009

**REAPPOINTMENT BEYOND
COMPULSORY RETIREMENT AGE OF 65**

UP Diliman

Prof. Milagros P. Navarro as Professorial Lecturer 5, College of Science, effective 3 November 2008 until 31 May 2009

Prof. Mary Racelis as Professorial Lecturer 5, Center for International Studies, effective 1 June 2008 until 31 October 2008

UP Open University

Prof. Paz Diaz as Senior Lecturer 3, Faculty of Education, effective 25 October 2008 until 18 March 2009

Prof. Caridad Natividad as Professorial Lecturer 5, Faculty of Education, effective 25 October 2008 until 18 March 2009

Prof. Jose Marasigan as Professorial Lecturer 5, Faculty of Education, effective 25 October 2008 until 18 March 2009

Prof. Bienvenido Tapang as Professorial Lecturer 1, Faculty of Education, effective 25 October 2008 until 18 March 2009

GRADUATION OF STUDENTS

Approval of the Graduation of students from U.P. Los Baños who completed all the requirements for their respective degrees/titles as of the end of the First Semester 2008-2009 or as of the end of the term specified and endorsed by the UPLB University Council in its meeting held on 12 December 2009

Board action: **APPROVAL.**

Withdrawal of Graduation of MR. JOHN MICHAEL M. GALINDON, College of Forestry and Natural Resources (CFNR), UP Los Baños

Mr. Galindon's graduation was approved by the UPLB University Council on 22 July 2008 and by the Board of Regents on 31 July 2008.

However, an inquiry in October 2008 from Atty. Florinda A. Blanca of the UPLB Student Disciplinary Tribunal revealed that there was a formal charge against Mr. Galindon at the time of his graduation. The matter was not reflected in the student's records due to an unfortunate oversight.

After careful evaluation of the facts and the deliberation by the college faculty, 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 its 109th meeting held on 12 December 2008.

In his Memorandum No. TOT-2009-012 dated 20 January 2009, the Vice President for Legal Affairs pointed out that Rule III of the Revised Rules and Regulations Governing Fraternities, Sororities and Student Organizations, governing a "Formal Charge" does not prevent a student from graduating simply because there is a formal charge, especially if the same has been recommended by the University Council. The student is "presumed innocent" because a Formal Charge does not constitute a finding of guilt. In Mr. Galindon's case, there is only a formal charge against him but not a finding of liability yet as it appears that the SDT case against him is still pending.

Vice President Te said that "it does not appear that there is basis for the Board to reverse its 31 July 2008 action approving Mr. Galindon's graduation. Should the Board reverse itself and revoke Mr. Galindon's graduation on the basis solely of his being formally charged, this might be construed an arbitrary and an unreasonable ex post facto action on the Board's part."

Board action: **The Board DEFERRED action on the recommendation to withdraw the degree of Mr. John Michael M. Galindon. The University Council of UP Los Baños is requested to study this case further.**

PROFESSORIAL CHAIRS ESTABLISHED

Upgrading of the C.L. Manabat and Co. Foundation, Inc. Professorial Chair in Accounting to a Centennial Professorial Chair, College of Business Administration, UP Diliman

Donation: P500,000.00 additional donation to upgrade the chair

Donor: C.L. Manabat & Co. Foundation, Inc.
c/o Conchita L. Manabat BSBA 1967)

Beneficiary Unit: College of Business Administration
UP Diliman

Fund Management: UP Business Research Foundation, Inc.

Board action: **APPROVAL.**

Establishment of the Marubeni UP Centennial Professorial Chair in Engineering, College of Engineering, UP Diliman

Donation: P1,500,000.00

Donor: Marubeni Philippines Corporation

Beneficiary Unit: College of Engineering, UP Diliman

Fund Management: UP Engineering Research and Development Foundation, Inc. (UPERDFI)

Board action: APPROVAL.

Establishment of the Dr. and Mrs. Roberto Unchuan Velasco, M.D. Class 1970 Centennial Professorial Chair in Orthopedics, College of Medicine, UP Manila

Donation: US\$30,000.00

Donor: Dr. and Mrs. Roberto Unchuan Velasco, MD Class 1970

Beneficiary Unit: College of Medicine, UP Manila

Fund Management: UPMASA (UP Medical Society in America) Permanent Endowment Fund

Board action: APPROVAL.

Establishment of the Dr. Renan Cabusog Roa Centennial Professorial in Molecular Biology and Biotechnology, College of Science, UP Diliman

Donation: US\$30,000.00

Donor: Dr. Necita Llorin Roa, MD Class 1969

Beneficiary Unit: National Institute of Molecular Biology and Biotechnology, College of Science, UP Diliman

Fund Management: UPMASA (UP Medical Society in America) Permanent Endowment Fund

Board action: APPROVAL.

Establishment of the Felina G. Mapa Professorial Chair in Mathematics, College of Science, UP Diliman

Donation: PhP800,000.00

Donor: UP Diliman Mathematics Foundation, Inc.

Beneficiary Unit: Institute of Mathematics, College of Science, UP Diliman

Fund Management: UP Foundation, Inc.

Board action: APPROVAL.

Establishment of the Dr. Damir Velcek Centennial Professorial Chair in Surgery, College of Medicine, UP Manila

Donor: Dr. Francisca Agatep Tolete Velcek
College of Medicine Class 1966

Beneficiary Unit: College of Medicine, UP Manila

Fund Management: UPMASA (UP Medical Society in America) Permanent Endowment Fund

Board action: APPROVAL.

AGREEMENTS

The Board CONFIRMED the following:

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

UP SYSTEM

Memorandum of Agreement between the University of the Philippines (University), Philippine Investment-Management (PHINMA), Inc. (Second Party), and the UP Engineering and Research Development Foundation, Inc. (UPERDFI)*

Project: UP Centennial Dormitory
[*The Proposed Memorandum of Agreement for the UP Centennial Dormitory Project was approved by the Board of Regents at its 1237th meeting held on 24 October 2008.]

Particulars:

Land Use, Design and Construction

- a. The Project shall be composed of four (4) five (5)-storey buildings, consisting of residential units, parking areas and services/spaces for support facilities collectively to be called the "UP Centennial Dormitory," for the use and benefit of qualified undergraduate and graduate students and junior faculty members of UP Diliman;
- b. In accordance with the UP Diliman Land Use Plan, the University shall make available as the site of the Project, a lot measuring approximately 2,500 square meters ("the Land") located at Jacinto cor. C.P. Garcia Street, the site location map of which lot is made an integral part thereof. It is understood that during the period of construction, the exclusive use of the land shall remain with UP and no alienation or disposition thereof is intended, implied and contemplated;
- c. The Second Party will construct two (2) of the four (4) five (5)-storey buildings ("Second Party Building") on the land, while the University will construct the other two (2) five (5) storey buildings ("UP Buildings"). UPERDFI shall contribute exclusively for the construction of the Second Party Buildings

- an amount to be agreed upon by UPERDFI and the Second Party. Second Party shall assume full responsibility for the design and construction of the Second Party Buildings, provided that the architectural design and engineering plans for said two (2) buildings shall conform to the existing design, and engineering plans for said two (2) buildings shall conform to the existing zoning and construction guidelines of the University, and shall be subject to the approval of the Board of Regents upon endorsement of the UP President. The University shall assume the design and consideration of the UP. It is agreed that the basic design of the four (4) buildings shall be similar so that the overall architectural design shall be consistent.
- d. The Second Party shall develop the area in front of the Second Party Buildings consisting of 400 square meters which shall serve as a lounge area for support services to the Dormitory Residents (the "Second Party Buildings Lounge Area"). Prior to construction, the University and Second Party shall delineate and designate the portion of the land which shall serve as the Second Party Buildings Lounge Area;
 - e. Prior to construction, the University and Second Party shall delineate all Common Areas into (i) Common Areas appurtenant to the UP Buildings; and (ii) Common Areas appurtenant to the Second Party Buildings. The University shall assume full responsibility for the construction of the Common Areas appurtenant to the Second Party Buildings;
 - f. The Second Party Buildings shall be delivered bare and without furniture or lights;
 - g. The UPERDFI shall provide the beds, lights and furniture for the Second Party Buildings; it is understood that the University shall provide the beds, furniture, and lights for the UP Buildings;
 - h. Upon completion of the Second Party Buildings, Second Party shall donate the same to the University by way of a Deed of Donation and the University shall accept the same;
 - i. Second Party shall shoulder all taxes and fees that may be imposed by the national and/or government as well as obtain all the necessary permits, consents, and licenses for the construction of the Second Party Buildings;
 - j. Second Party shall hold the University free and harmless from all damages that may arise out of the construction of the Second Party Buildings and shall indemnify accordingly any damage to property or injury to persons caused by willful acts, or negligence of Second Party, its contractors, sub-contractors, employees or agents; and
 - k. In consideration of this donation and consistent with decisions of the Board of Regents regarding building donations, naming rights over the Second Party Buildings shall be given to Second Party. Likewise, UPERDFI shall be given the naming rights of each unit/room in the Second Party Buildings.
7. A Representative to be named by the Dean of the College of Engineering
 - b. The composition and number of the members of the Oversight Committee may be revised from time to time by mutual agreement of the Parties. The members of the Oversight Committee may receive reasonable per diem for attendance in Committee meetings as may be approved by the Parties. Immediately upon signing of this Agreement, the Oversight Committee shall convene to promulgate its rules and regulations for the exercise of its powers and conduct of its functions;
 - c. The Oversight Committee shall have the power to:
 - a) Promulgate the rules and regulations governing the use of the Dormitories and the conduct of the dormitory residents, employees, and guests of the Dormitories, which rules and regulations shall be consistent with the rules and regulations of the University; Provided, however, that admission to the dormitory shall be in accordance with the rules and regulations of the UP Office of Student Housing for the student-residents and the UP Housing Office for junior faculty residents;
 - b) Assign a qualified third party management group ("Property Manager") with a proven track record and adequate financial capacity to manage and maintain the dormitories provided that such assignment shall comply with the applicable governmental rules and procedures;
 - c) Lease out the revenue-generating spaces of the buildings, subject also to the applicable governmental rules and procedures;
 - d) Set performance standards for the Property Manager, to include the provision of penalties and incentives;
 - e) Require, request and receive periodic financial and management reports from the Property Manager on the management and operations of the Dormitory; and
 - f) Render at the end of each academic year an annual management and financial report on the operations of the Dormitory and the fund balances as of the end of the academic year.
 - d. Students of the College of Engineering of the University shall have first priority over fifty percent (50%) of the total number of slots in the Second Party Buildings at any time. After a reasonable period of time, any such slot not occupied or reserved for occupation by Students of the College of Engineering shall be opened to other eligible students of the University.
- Note: The Faculty Regent registered her objection to this Memorandum of Agreement. She called the attention of the Board to the provision which says that the students of the College of Engineering of the University shall have first priority over fifty percent (50%) of the total number of slots in the Second Party Buildings at any time. This is precedent setting, according to Regent Taguiwalo, in terms of prioritizing a specific sector to have access to university resources.*

Management and Operation of the Dormitory

- a. The management and operation of the Dormitory by the third party management group shall be under the supervision of the Oversight Committee jointly constituted by the parties. The Oversight Committee shall be composed of seven (7) members as follows:
 1. The Chancellor of UP Diliman as Chair
 2. The Vice-Chancellor for Student Affairs of UP Diliman
 3. The Dean of the College of Business Administration, UP Diliman
 4. The Dean of the College of Engineering, UP Diliman
 5. A Representative from UPERDFI
 6. A Representative to be named by the Dean of the College of Business Administration

The President explained that the donors (PHINMA) are alumni of the College of Engineering. They want to help their students in the College of Engineering. She made it clear though that the counterpart dormitory to be built by the University will be open to all U.P. students. The President also explained that engineering students make up a large proportion of students in Diliman.

The other provision in the Memorandum of Agreement which the Faculty Regent objects to is the one that grants per diem to the members of the Oversight Committee for their attendance in Committee settings. This to her is also precedent setting.

The Board took note of the concerns raised by Regent Taguiwalo.

Internet Service Agreement between the University of the Philippines (UP) and the Philippine Global Communications, Inc. (Philcom)

Project: Internet Services shall include access to the 8mbps unlimited Internet Access via fiber-optic connection including access to all sites, services, and transmission protocols normally available on the Internet

On 24 September 2008, the UP System Bids and Awards Committee conducted a bidding for 8 Mbps Internet Service. Philcom was declared as the lowest complying bidder. On 24 September 2008, a Notice of Award was sent to Philcom.

Usage Charges: The monthly subscription fee shall be fixed in the amount PhP91,000.00 inclusive of 12% VAT for the Internet Access and local loop facility.

Particulars:

Obligations of PHILCOM:

- a. PhilCom, within ten (10) days of receipt of a Notice of Award, through its authorized technical support staff, shall install any necessary cabling and equipment such as router, modem, switch or media converter, and make the necessary configuration on its own equipment to enable and operationalize dedicated Internet access via fiber;
- b. Should PhilCom fail to complete the installation within the prescribed period, PhilCom shall be liable to UP for an amount computed at the rate of one-tenth of one percent (0.1%) of the total contract price for the contract period for every day of delay;
- c. PhilCom shall guarantee a minimum downstream bandwidth of 8mbps committed rate and a minimum upstream bandwidth of 8mbps committed rate. All bandwidth figures shall be provisioned and guaranteed from the termination point at the University of the Philippines, Diliman, Quezon City through PhilCom's network, all the way to PhilCom's border router with its international upstream providers. The connection service shall be available to UP twenty-four (24) hours a day, seven (7) days a week, while this Agreement is in effect;
- d. The communication link between PhilCom and UP shall be via fiber-optic line. The service shall include this link. PhilCom shall be responsible to make the necessary arrangements for the communication link;
- e. The Internet service should support full internet protocol transparency and shall not apply any filtering on inbound or outbound streams except in cases where the source IP addresses emanating from UP's side are incorrect, or to ensure network security in such cases, PhilCom and UP shall agree on reasonable filters that may be imposed. No content filtering of any kind shall be imposed;
- f. No proxy servers shall be positioned within the communication path provision for the service under the proposal, except as may be mutually agreed upon between UP and PhilCom;
- g. PhilCom shall not implement any traffic shaping on the Service except for the purpose of limiting the maximum bandwidth of the stream to the contracted rate; Provided, that any such traffic shaping shall not be protocol-selective or application-selective; Provided further, that any protocol-selective or application-selective traffic shaping shall not be implemented unless prior consent is obtained from UP;
- h. PhilCom shall guarantee a round trip time (latency) from UP's router up to any border router(s) physically located on the U.S. mainland of less (better) than 300ms;
- i. PhilCom agrees to ensure the security and privacy of the UP'S information streams to the extent possible;
- j. PhilCom agrees to provide routing services to UP, such that:
 - Traffic destined for locally-peered Internet service providers shall not be routed through PhilCom's international path, but rather through either its local backbone or a local internet exchange or peering point;
 - PhilCom shall allow UP's IP block(s) and AS number(s) to be advertised to the Internet through PhilCom's routers, and BGP peering and reachability shall be provided;
 - PhilCom shall allow UP to use AS-path prepending to adjust route preferences on the network in all PhilCom upstreams and peers. Such prepending will be received and passed on properly without the need to notify PhilCom of changes in announcements;
 - UP shall be given control over the local preference for announcements on PhilCom's routers using a BGP community string which UP may pass to PhilCom within BGP sessions; and
 - These routing services shall be considered an integral part of the Service. Any interruption or outage in this aspect of the Service, if caused by PhilCom's fault or negligence, shall be considered downtime. It shall not be considered downtime if the interruption in the routing service is due to the fault or negligence of UP or by other parties over which PhilCom has no control.
- k. PhilCom agrees to provide at least one/24 public IP book;
- l. PhilCom agrees to provide a network management interface, accessible to UP, which will allow the latter to monitor compliance with bandwidth agreements. If the provisioned channels pass through multiple router hops, monitoring shall be provided on each of these router hops. An MRTG webpage will be sufficient for this purpose. Full documentation on the facility shall be provided to UP;
- m. PhilCom agrees to provide on-call technical support 24 hours per day, seven days per week (7x24) for problems relating to the services contracted herein. PhilCom will provide advance notification of at least 48 hours before scheduled service interruptions. PhilCom will provide rebates based on the following formula for downtimes exceeding four (4) hours:

$$\text{Rebate} = (\text{No. of downtime hours}/24) \times (\text{Monthly recurring charges}/30)$$

Rebates shall be deducted from the billing for the succeeding month.
- n. For downtimes projected to exceed 12 hours, PhilCom shall provide an acceptable backup connection with equivalent bandwidth and specifications as the Service described in this Agreement. The time needed to install, set up, configure and fully operationalize the backup connection shall be considered and counted towards downtime, and shall be subject to rebates if in excess of four (4) hours;
- o. PhilCom shall respond to a trouble call with qualified technical personnel within thirty (30) minutes from the time the trouble is reported. PhilCom shall provide an escalation matrix as shown below:

Resolution Time	Escalation Level	Contact Numbers
Immediate Notification	Nerissa A. Oabel	09228500764
Notification after 1 hour	Joseph D. Bautista	09228147802
3-4 hours	Freddie A. Romero	09228298743

- p. PhilCom will provide UP with 1GB space total for Web hosting Services;
- q. PhilCom shall provide a dedicated Customer Relations Manager for all concerns regarding billing, collection, technical and other requirements; and
- r. PhilCom shall comply with Executive Order No. 398, thus:

“(q) The Contractor shall pay taxes in full and on time and that failure to do so will entitle UP to suspend payment for any services delivered by the private contracting party. Further, the Contractor shall regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal Revenue as well as copy of its income and business tax returns duly stamped and received by the Bureau of Internal Revenue and duly validated with the tax payments made thereon.”

Obligations of U.P.:

- a. UP shall abide by all appropriate laws (International, Philippines or other relevant judicial laws) relating to the use of the Internet Service. In addition, UP shall:
- b. Not allow unauthorized entry into any network or computer system owned by PhilCom;
- c. Be responsible for the maintenance of its equipment, peripherals and devices attached to PhilCom’s facilities. UP shall exercise due diligence and care in the use of any PhilCom owned equipment which are in its possession and control; and
- d. Allow PhilCom authorized engineers immediate and free access to UP where the Internet connection is located during office hours for the purpose of installation, inspection, maintenance or repair of PhilCom facilities if and when such are deemed required by PhilCom.

Effectivity: Effective for a period of one (1) year commencing 06 October 2008

Date notarized: 11 December 2008

UP DILIMAN

Memorandum of Understanding on Reciprocal Student Exchange Program Between the University of the Philippines Diliman and the Dongguk Business School, Dongguk University, Seoul, Korea

Project: Student Exchange Program

Implementing Unit: College of Business Administration

Particulars:

The parties agree to:

- a. promote the exchange of faculty for joint teaching; and
- b. promote the exchange of qualified undergraduate and graduate students, enrolled in their respective degree programs, who will be admitted according to the regulations established within each school.

Effectivity: Effective for a period of three (3) years from the date of the last signature.

Date signed: 23 January 2009

Memorandum of Agreement between the University of the Philippines (UP) and the Science Education Institute (SEI)

Project: Accelerated Science and Technology Human Resource Development Program – Science Education Component

(The SEI implements the Accelerated Science and Technology Human Resource Development Program-Science Education Component, a continuing scholarship program for scholars who wish to pursue higher education and to develop high-level human resources for S&T activities in S&T sectors particularly Doctor of Philosophy (Ph.D.) in science education.)

Implementing Unit: College of Education, UP Diliman

Amount of the Project: P1,149,280.00

Period of Project: January 2008 to December 2008

Particulars:

- a. SEI shall decentralize the implementation of the Program specifically on the monitoring of scholars and the release of financial and technical assistance by enrolling the services of a University Coordinator to be designated by the University Chancellor;
- b. SEI shall effect the transfer of funds to UPCE (thru checks payable to the University of the Philippines) through the University Coordinator corresponding to the number of scholars enrolled in UPCE including the administrative and operation costs determined using the appropriate DOST formula;
- c. The University Coordinator shall adhere to the approved policies and guidelines of the program as defined in the S&T Scholarship Handbook; and
- d. The University Coordinator shall deposit the amount transferred by SEI to a trust fund account with Land Bank of the Philippines (LBP), or any government recognized depository bank.

Date notarized: 20 November 2008

Project Contract between the University of the Philippines (UP) and the JICA Project Office for ASEAN University Network/ Southeast Asia Engineering Education Development Network (AUN/SEED-Net)

Project: AUN/SEED-Net Collaborative Research Contract (AUN/SEED-Net Project No. UP CR0802)

Implementing Unit: College of Engineering, UP Diliman

Amount of the Project: USD10,250.00

Particulars:

- a. UP shall be responsible for implementing the project with due diligence and efficiency, in accordance with the Project Summary and Budget approved by JICA, and with any supplementary arrangement which may be agreed between the parties;

- b. UP shall not directly or indirectly sell, assign or otherwise dispose of the contract to any third party unless otherwise agreed upon by JICA Project for AUN/SEED-Net;
- c. 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
- d. UP shall do its utmost to ensure that the Project is implemented from October 1, 2008 to March 31, 2009 and within the agreed budget to achieve its objectives.

Effectivity: 1 October 2008 to 31 March 2009

Project Contract between the University of the Philippines (UP) and the JICA Project Office for ASEAN University Network/Southeast Asia Engineering Education Development Network (AUN/SEED-Net)

Project: AUN/SEED-Net Project on Graduate Study program for Master's Degree/Doctoral Degree (Project No. Reference 0807)

Implementing Unit: College of Engineering, UP Diliman

Amount of the Project: USD14,977.00

Particulars:

- a. UP shall be responsible for implementing the project with due diligence and efficiency, in accordance with the Project Summary and Budget approved by JICA, and with any supplementary arrangement which may be agreed between the parties;
- b. UP shall not directly or indirectly sell, assign or otherwise dispose of the contract to any third party unless otherwise agreed upon by JICA Project for AUN/SEED-Net;
- c. UP shall do its utmost to ensure that the project is implemented from October 15, 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 funds to UP

Effectivity: 15 October 2008 until 31 March 2009

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

Project: Ang ika-10ng Philippine Linguistics Congress 2008

Implementing Unit: Department of Linguistics & Asian Languages, College of Social Sciences and Philosophy, UP Diliman

Amount of the Project: P254,330.25

Particulars:

- a. *The Grantee shall:*
 1. Submit Official Receipt or its equivalent for each tranche received from the NCCA;
 2. Utilize the Grant only for the project in accordance with the approved Line Item Budget;

3. Keep an accounting of the Grant in accordance with generally accepted government accounting and auditing rules and regulations and which all records shall be made available for inspection by an NCCA staff or COA auditor. It is understood that the Grantee shall be responsible for the sound and judicious administration/management of the project fund; otherwise the Grantee shall refund any disallowed disbursements as may be determined by the COA Auditor;
4. Withhold all applicable taxes and remit them to the Bureau of Internal Revenue (BIR). A ten percent (10%) withholding tax shall be withheld from all honorarium and personnel services and remitted to the local BIR;
5. Implement the Project according to the particularities and according to NCCA Guidelines on Project Implementation. Failure to implement the Project according to the approved particularities may mean forfeiture of the Grant or as provided for in Sec. 6 of the Memorandum of the Agreement;
6. Act as lead implementer of the Project and shall be directly responsible for the disbursement of grant according to approved particularities and hiring of project personnel whose contract shall not exceed the duration of the Project;
7. Submit Certificate of Acceptance from concerned individual/organization or community involved in the project, wherever applicable;
8. Integrate/weave in the transmission of values that would instill honesty, integrity, hard work, and concern for the environment in the various art forms, e.g., songs, literary pieces, performance, exhibitions, seminars, research, documentaries, etc. and in all other cultural activities organized for the public's appreciation in compliance with the United Nation's Millennium Development Goals (UN-MDGs);
9. Render free cultural services as may be requested by the NCCA and upon availability of the Grantee;
10. Undertake the local and national promotion of the Project in print, broadcast and other media and shall properly acknowledge the sponsorship of the NCCA in all media disseminations;
11. Authorize the NCCA to include, partially or entirely, the project output of the activity in the NCCA database and website (www.ncca.gov.ph) and for use in the NCCA reports or other collateral materials as the NCCA deems necessary for the promotion of culture and arts in the country. The NCCA agrees to acknowledge the source and authorship of the material used;
12. Coordinate regularly with the NCCA staff for the implementation, monitoring and assessment of the Project through letter, phone or sms text messaging. The NCCA shall assign a counterpart officer which shall coordinate and monitor on a regular basis the progress of the Project;
13. Submit all liquidation reports as required by the NCCA within two (2) months after the implementation of the Project. The Report of Checks issued and Report of Disbursements shall be submitted to the NCCA NEFCA Division;
14. Submit Terminal Report to the NCCA project Monitoring and Evaluation Division. Terminal Reports shall be in accordance with the requirements of NCCA as provided for in the NCCA Guide on Terminal Report; and
15. Submit one (1) copy of clear and broadcast quality video documentation of the project in DVD format edited in such a way that it can be used as instructional material for TV and classrooms, if applicable.

- b. The NCCA must officially acknowledge its acceptance of the completed project if the result indicated in the inspection reports so warrant.

Date signed: 3 December 2008

Memorandum of Agreement between the University of the Philippines through the Marine Science Institute (MSI) and the Philippine Council for Advanced Science and Technology Research and Development (PCASTRD)

Project: A Proteomic Approach to Elucidate the Role of Granules in Conus Venoms

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

Amount of the Project: P499,802.00

Particulars:

- a. The Project shall be undertaken by the Program/Project Leader in accordance and in conformance with the Guidelines to PCASTRD Grants-in-Aid for Research and Development and Guidelines for the Grants-in-Aid Funds of DOST and its Agencies;
- b. PCASTRD shall support the project in the grant of P499,802.00 as specified in the Project Line-Item-Budget; and
- c. The Project Leader is expected to fulfill the obligations.

Date signed: 16 December 2008

Memorandum of Agreement between the University of the Philippines Diliman (UPD) through the National Institute of Physics and the College of Engineering, the Department of Science and Technology (DOST), and the Philippine Council for Advanced Science and Technology Research and Development (PCASTRD)

Program: Program for the Development of GaAs Based Noise Amplifiers (LNAs) Monolithic Microwave Integrated Circuits (MMICs) Related Circuits

Implementing Units: National Institute of Physics, College of Science; Department of Mining, Metallurgical and Materials Engineering; and Department of Electrical and Electronics Engineering, College of Engineering, UP Diliman

Amount of the Project: P17,798,348.99

Particulars:

- a. The Program is composed of three (3) projects with the following objectives:
 - 1) Growth and Fabrication of LNAs, MMICs and Related Circuits - to produce a device that functions as a low noise amplifier or a power amplifier and integrate with in optoelectronic devices such as QW, QD, and QCL light emitters. Specifically, it aims to: (a) procure components for micro Raman/PL setup; (b) assemble and test micro Raman/PL setup; (c) procure supplies for Shono, E-Beam and MBE; (d) design and grow integrated PIN and

HEMT structures; (e) fabricate samples into separated devices and integrated devices; (f) grow and fabricate quantum dot (QD) light emitter; (g) grow and fabricate Quantum Cascade Laser (QCL); (h) upgrade SEM to E-Beam lithography; (i) fabricate of submicron gate transistors for optoelectronics applications; and (j) resolve spectral mapping of optoelectronics devices.

- 2) Etching of GaAs Based Semiconductor for Device Fabrication - to establish protocols for dry etching of GaAs based semiconductors and integration of these protocols in the fabrication of LNAs, MMICs and Optoelectronic devices. Specifically, it aims to: (a) setup BC13 compatible system; (b) establish protocols for etching of GaAs; (c) establish protocols for etching GaAs; (d) integrate device fabrication and TEM imaging of QD and metamorphic samples; (e) establish protocols for selective etching of GaAs on AlGaAs; and (f) integrated selective etching on fabrication of transistors.
- 3) Characterization of GaAs Based on Low Noise Amplifier Circuits - to establish protocols for on-water S-parameter testing of passive circuits elements, in charge of the design of this circuit elements into a working LNA, MMIC and other related circuits and develop a protocol for testing fabricated integrated circuits. Specifically, it aims to: (a) process of modeling of InGaAs parameters for the 3 D electromagnetic software package; (b) Measure the S-parameters of transistors capacitors and inductors using existing on water measurement setup; (c) Measure of S-parameters of transistors capacitors and inductors; (d) test of LNA's and power amplifiers; (e) characterize fabricated MMICs; (f) process measured data; and (g) create a video documentation of chip measurements.
- b. The program shall be undertaken by the U.P. Diliman through the National Institute of Physics, the Department of Mining, Metallurgical and Materials Engineering and the Department of Electrical and Electronics Engineering of the College of Engineering in accordance with the approved program/project proposal and shall be monitored by PCASTRD. The Implementing Agency shall submit to the Monitoring Agency the technical accomplishment and audited financial reports within three (3) months after the completion of the program. The Monitoring Agency shall submit the said reports to DOST within one (1) month after receipt thereof; and
- c. The DOST support for the Program shall be expended as allocated in the approved Project Line-Item Budget. The Revised Guidelines Governing the Grants-in-Aid Program of DOST shall govern the implementation of the program.

Period of the Project: The Program shall be completed within a period of two (2) years, with DOST Y1 grant covering from 1 October 2008 until 30 September 2009

Date notarized: 19 November 2008

Memorandum of Agreement between the University of the Philippines (Second Party) and the Manila Electric Company (First Party)

Project: Mandatory Continuing Legal Education (MCLE) Training Services

Implementing Unit: College of Law, UP Diliman

Amount of the Project: P5,000.00 per participant with a

minimum of 40 participants
or P200,000.00

Particulars:

a. *The Second Party shall:*

1. Conduct 5 activities for 5 days of the mandatory Continuing Legal Education;
2. Take charge of the design of the modules and their implementation and its accreditation with the Supreme Court Mandatory Continuing Legal Education Office and the participants by the MCLE Committee, deploying its resources for the purpose; and
3. Produce and deliver to the First Party its services strictly in accordance with the terms described in the Memorandum of Agreement. The Second Party also agrees to maintain confidentiality of information on any matter that may be discussed during the in-house training relating to the First Party's conduct of business operation and further agrees not to utilize or apply the same in any similar training or fora that it may subsequently undertake with other parties.

b. *The First Party shall:*

1. Provide the venue for the training;
2. Provide the necessary facilities and equipment requested in advance by the Second Party;
3. Ensure the proper attendance of the participants to the program; and
4. Provide meals and snacks to the participants and the Second Party for the duration of the program.

Effectivity: 5 days (December 3, 5, 8, 10, 12)

Date notarized: 2 December 2008

UP MANILA

Memorandum of Agreement between the University of the Philippines Manila (Buyer) and the K.L.I.C. Petron Servicenter (Supplier)

Project: Supply of Fuel (diesel, gasoline, petroleum oil and other related products including minor repairs and maintenance)

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 the 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; and
 - h. In case of conflict, 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.

Date notarized: 25 November 2008

UP LOS BAÑOS

Memorandum of Understanding between the University of the Philippines Los Baños (UPLB) and the Diponegoro University (DU), Semarang, Central Java, Indonesia

Project: Exchange Program

Particulars:

- a. DU and UPLB agree to promote the following exchange activities based on their respective academic and educational needs:
 - Exchange of faculty and scholars (professors, lecturers, or researchers);
 - Exchange of students;
 - Exchange of academic information and materials;
 - Organization of joint research programs;
 - Organization of joint conferences; and
 - Other academic exchanges agreed to by both universities including double/joint degree.
- b. The implementation of each specific exchange based on this 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; and
- c. 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 until November 2013.

Date notarized: 27 November 2008



OTHER MATTERS

Request of UP Los Baños for Authority to Purchase one (1) unit Delivery Vehicle (Van) amounting to P1 Million for the Use of the National Institute of Molecular Biology and Biotechnology (BIOTECH) in its Research, Development and Extension Activities

The purchase is to be charged against BIOTECH'S income.

The Department of Budget and Management requires the Board of Regent's approval for the said purchase.

Board action: **APPROVAL.**

Request of UP Manila to Correct Promotions

At its 1234th meeting held on 31 July 2008, the Board of Regents approved the promotions of faculty with the rank of Professor from the different CUs.

UP Manila requests correction of the following promotions:

Name of Faculty	Requested Correction	
	FROM	TO
CAPITO, Lourdes	Professor 4 (FT) SG 27-5, P341,256	Professor 4 (PT) SG 27-5, P170,628
LEYNES, Ma. Cynthia	Professor 5 SG 27-6, P349,800	Professor 4 SG 27-5, P341,256
MANCAO, Betty	Professor 3 (PT) SG 26-6, P168,168	Professor 3 (PT) SG 26-7, P172,380
MONTALBAN, Cecilia	Professor 1 (PT) SG 26-7, P165,744	Professor 1 (PT) SG 26-7, P172,380
SALONGA, Ricardo	Professor 1 (PT) SG 26-7, P165,744	Professor 1 (PT) SG 26-7, P172,380
LU, Jinky Leilani	Research Prof. 1 SG 26-4, P320,312	Research Prof. 1 SG 26-4, P320,136

Board action: **APPROVAL.**

Request of Dr. FERDINAND A. PECSON and Dr. MAGDALENO B. ALBARRACIN, JR. to Apply the Donations of PHINMA to and as for Full Settlement of the Contractual Obligation in Lieu of a Return Service Required of Dr. Pecson**Background**

Dr. Ferdinand Pecson was recipient of a fellowship which supported his studies for his Ph.D. in Energy Engineering. From 1 April 1985 until 2 November 1987, he was on study leave with pay to undertake his dissertation research at the University of Wisconsin, USA under the sponsorship of the USAID. In exchange for this fellowship and upon completion of his studies, Dr. Pecson was obligated to teach at the University of the Philippines, with a total return service requirement of 11 years and 9 months. Based on UP accounting records, Dr. Pecson reported for duty on 3 November 1987, resumed teaching, but later resigned on 15 June 1992, prior to completion of his required service, and joined PHINMA. He rendered service for 4 years, 7 months, and 12 days. The unserved portion of his return service requirement is 7 years, 1 month and 18 days. In his 11 June 1992 letter, he informed President Jose V. Abueva that he intends to settle his remaining contractual obligation.

In July 1995, PHINMA provided funds to the College of Engineering for the establishment of the Filemon C. Rodriguez

Professorial Chair. Based on Director Jose B. Antonio, Jr.'s computation recorded with the UP Accounting Office, as of 2 July 2003, Dr. Pecson's total principal contractual obligation is P737,377.69, inclusive of the 20% equity charge of P182,750.22 with interests payable of P408,244.61 at 12% per annum. Information was obtained from the U.P. Engineering Research and Development Fund, Inc. (ERDFI) that the value of the first PHINMA donation for the professorial chair is P400,000. The total amount of funds donated by PHINMA for the Professorial Chair, inclusive of interests, as of 12 September 2008, is P1,106,705.80.

In its 28 September 1995 resolution, the Board of Regents accepted PHINMA's professorial chair donation but was silent about Dr. Pecson's obligation. PHINMA is requesting that its donation for the Professorial Chair be applied as for and in full settlement of Dr. Pecson's monetary obligation.

For reference is the Diliman Legal Office (DLO)s 12 September 2008 legal memorandum requiring a PHINMA board resolution to the effect of the request and considering as onerous a stipulation to apply donation as payment of a pre-existing obligation.

The Vice President for Legal Affairs adopts the recommendation made by the UP Diliman Legal Office (Memorandum No. Series 1191 A-08) dated 12 September 2008 and the letter of Chancellor Sergio S. Cao (Ref. No. SSC-08-436) dated 11 November 2008 that the President endorse to the Board of Regents the following options:

- (1) To favorably consider the request of Dr. Pecson under the condition that Dr. Pecson is able to submit within a reasonable period a Board Resolution/Secretary's Certificate from PHINMA certifying that the intent, among others of the PHINMA donation of professorial chairs for the College of Engineering commencing in September 1995 is the payment of Dr. Pecson's contractual obligation as a reneging fellow to the University and to request that the donation be treated by the University as payment for the contractual obligation to the University; or
- (2) To deny the set-off/application of Dr. Pecson's contractual obligation with the PHINMA donation.

Board action: **APPROVAL.** This is with the condition that Dr. Pecson is able to submit within a reasonable period a Board Resolution/Secretary's Certificate from PHINMA certifying that the intent, among others of the PHINMA donation of professorial chairs for the College of Engineering commencing in September 1995 is the payment of Dr. Pecson's contractual obligation as a reneging fellow to the University and to request that the donation be treated by the University as payment for the contractual obligation to the University.

The Collective Negotiation Agreement (CNA) Between the All UP Workers Union and the University

The CNA between the All U.P. Workers Union and the University has been ratified by 59.1% of the administrative personnel of the University.

This is now submitted for Board confirmation.

Board action: **CONFIRMATION.**

The Collective Negotiation Agreement (CNA) Between the All UP Academic Employees Union and the University

The CNA between the All UP Academic Employees Union and the University has been ratified by 55.90% of the academic employees of the University.

This is now submitted for Board confirmation.

Board action: CONFIRMATION.

Correction of Article XXII of CNA Between All-UP Academic Employees Union and UP

With reference to the foregoing, the Collective Negotiation Agreement (CNA) has been submitted to the Board for confirmation, the same having been ratified by a majority of the constituents required to ratify the same. The Office of the Vice President for Legal Affairs, however, noted a matter for correction, i.e., Article XXII of the CNA on "Signing Incentive."

With prior agreement from the Union Panel, the same has been corrected and amended to read "CNA Incentive" instead of "Signing Incentive" and to remove the phrases referring to signing from the provision; thus, the amended Article XXII should now read:

ARTICLE XXII CNA INCENTIVE

Section 1. In recognition of the significance of the signing of this Agreement between the UNIVERSITY and the UNION and as act of goodwill, a one-time CNA incentive of ten thousand pesos (Php10,000.00) shall be immediately granted to all faculty and REPS of the UNIVERSITY once this CNA is signed by the UNIVERSITY and the UNION.

Board action: APPROVAL.

Report of the Student Regent

Student Regent Shahana E. Abdulwahid informed the Board of the ongoing referendum on the rules and qualifications governing the Selection of the Student Regent. She called the attention of the Board to Section 12 (g) of the New UP Charter which provides that "One Student Regent, to serve for a term of one (1) year, chosen by the students from their ranks in accordance with rules and qualifications approved in a referendum by the students."

The Referendum which was initially scheduled from January 19 to 23 was conducted from January 26 to 31. The conduct of the Referendum, according to the Student Regent is so far, orderly. Even the Open University students are participating through online voting. They are faced with some logistical problems, however, in UP Los Baños. The Chair promised to call up Chancellor Velasco in this regard.



ACADEMIC MATTERS FOR INFORMATION

The Board NOTED the following:

Schedule of Commencement Exercises for Academic Year 2008-2009

CAMPUS	DATE OF GRADUATION
UP Mindanao	Wednesday, 22 April 2009
UP Manila	Thursday, 23 April 2009
UP Baguio	Friday, 24 April 2009
UP Los Baños	Saturday, 25 April 2009
UP Diliman	Sunday, 26 April 2009
UP Visayas (Iloilo)	Tuesday, 28 April 2009
UP Visayas (Cebu College)	Wednesday, 29 April 2009
UP Visayas (Tacloban College)	Thursday, 30 April 2009
UP Open University	Saturday, 9 May 2009

Note: The Board approved the request of the President to authorize the Vice Presidents, the Chancellors or a member of the Board of Regents to confer the degrees in case the President is not able to attend the Commencement Exercises.

Change in the Schedule of Summer of 2009 Registration Period in the UP Baguio Academic Calendar from April 6 and 7, 2009 to April 3 (Friday) and 7 (Tuesday) 2009

This change is being requested in view of Malacañang Proclamation 1699 which moves Araw ng Kagitingan from April 9 to April 6. All other dates will remain the same for the Summer schedule.

The President has approved this change by virtue of the authority given her by the Board of Regents.

UP Baguio Proposed Academic Calendar for AY 2009-2010 as endorsed by the UP Baguio Executive Staff in its 12 January 2009 meeting

The President has approved the Academic Calendar by virtue of the authority given her by the Board of Regents.

Summary of Judgments versus Informal Settlers in UP Los Baños, UP Mindanao, and UP Visayas

Regent Sarmiento suggested that the lawyers be instructed to execute the judgments which have long been rendered in favor of the University of the Philippines.

DEEDS OF DONATION

UP DILIMAN

Deed of Donation between the University of the Philippines (Donee) and the Robinsons True Serve Hardware Philippines, Inc. (Donor)

Donations: Maintenance Paints amounting to P1,155,202.50

Beneficiary Unit: National Engineering Center, College of Engineering, UP Diliman

Particulars:

- The Donor hereby transfers and conveys by way of donation, unto said Donee the above-mentioned sum;

- b. The Donee accepts and acknowledges receipt of the donation made in its favor by the Donor, and expresses its appreciation and gratitude of the kind generosity of the Donor; and
- c. The Donee warrants that the donated paints shall be utilized solely and exclusively for the use of the University.

Date notarized: 19 November 2008

Deed of Donation and Acceptance between the University of the Philippines Foundation, Inc. (Donee) and the University of the Philippines Diliman Mathematics Foundation, Inc. (Donor)

Purpose: Establishment and awarding of a professorial chair to be known as the Felina G. Mapa Professorial Chair in Mathematics, College of Science, UP Diliman

Donation: PhP800,000.00

Beneficiary Unit: Institute of Mathematics, College of Science, UP Diliman

Particulars:

- a. The Donee shall manage the Donation and only its earnings may be used in awarding the Felina G. Mapa Professorial Chair in Mathematics.
- b. The Felina G. Mapa Professorial Chair in Mathematics shall be awarded in accordance with the applicable policies and guidelines of the University of the Philippines in effect as of such awarding, not inconsistent with the above-enumerated terms.
- c. The Donee hereby accepts and acknowledges receipt of the donation and expresses its sincere appreciation to the Donor.

Date signed: 4 December 2008

Deed of Donation and Acceptance between the University of the Philippines Engineering Research & Development Foundation, Inc. (Donee) and the Marubeni Philippines Corporation (Donor)

Purpose: Establishment of the Marubeni UP Centennial Professorial Chair in Engineering, College of Engineering, UP Diliman

Donation: PhP1,500,000.00

Beneficiary Unit: College of Engineering, UP Diliman

Particulars:

- a. The Donor hereby transfers and conveys by way of donation, unto said Donee the above-mentioned sum;
- b. The Donee accepts and acknowledges receipt of the donation made in its favor by the Donor and expresses its appreciation and gratitude of the kind generosity of the Donor; and
- c. The Donee acknowledges that it shall be liable for all taxes that may be imposed relative to this Deed of Donation.

Date signed: 16 December 2008

CONTRACTS/AGREEMENTS

U.P. DILIMAN

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

Project: Proposed University Portals (Mga Moog)

Amount of the Contract: P4,365,253.78

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

Date notarized: 2 December 2008

N.B. Regent Taguiwalo called the attention of the Board to streets which are restricted to faculty, staff, and students. In this connection, President Roman instructed Dr. Abadingo to coordinate with Vice-Chancellor Grace Gregorio for issuance of car passes to all the Regents so they do not get stopped at the restricted gates.

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 (1st Extension)

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

Amount of the Contract: PhP 3,256,288.48

Particulars:

- The Agency shall adopt in full all terms and conditions contained in the Contract of Security Services entered between the University of the Philippines Diliman and 168 Security and Allied Services, Inc. notarized on October 2, 2008.
- The University shall pay the Agency based on actual deployment of guards or actual security service rendered.

Justification (for extension): The 1st extension is due to the conduct of public bidding which shall be scheduled soon after the technical documents are completed.

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

Effectivity: 7:00 A.M. of November 1, 2008 to
7:00 AM of December 1, 2008

Date notarized: 5 December 2008



1241ST MEETING, 27 FEBRUARY 2009

MATTERS ARISING FROM THE PREVIOUS MEETINGS OF THE BOARD OF REGENTS

1239TH MEETING, 17 DECEMBER 2008

On the Issue of a Union Officer as Regent

Vice President Te clarified that the mandate of Dr. Judy M. Taguiwalo as Faculty Regent is recognized. The question would be in terms of how the Faculty would discharge her duties while retaining her position/membership in the Union.

At its 1240th meeting held on 28 January 2009, the Chair of the Board advised Dr. Taguiwalo to resign as officer of the Union and file a leave of absence as member. This was supported by the Board.

On 3 February 2009, Regent Taguiwalo submitted a letter informing the Board that she has tendered her resignation as officer of the accredited union of the rank and file academic personnel of the university and will be on leave of absence from the union during her two-year term as Faculty Regent. This decision, according to Regent Taguiwalo, is in line with the sentiments of the UP faculty who have relayed their views on what should be her response to the advice of the Board. She emphasized though that "...I am only doing so, resigning as union officer and going on leave of absence from the union, as to allow me to concentrate on my responsibilities as Faculty Regent. I continue to hold the position, shared by many of the faculty members who have written or talked to me, that there is no conflict of interest between my being a member of the Board of Regents as the elected faculty representative and my union membership."

Regent Taguiwalo took her oath before President Emerlinda R. Roman on 9 February 2009.

The President clarified that in a previous meeting, the Board agreed that there is conflict of interest between membership in the Board of Regents and membership/being official of the Union. This was backed up by a legal opinion. Hence, in the January 2009 meeting of the Board, then incoming Faculty Regent Judy M. Taguiwalo was advised to resign from her post in the academic union and file a leave of absence from the same union. Dr. Taguiwalo insists there is no conflict of interest but she has complied with the advice of the Board.

Regent Davide suggested that the oath taking of Regent Taguiwalo be re-enacted. There was no objection. This was overlooked, however, due to lengthy discussions in the Board.

1240TH MEETING, 28 JANUARY 2009

On the Report of the Committee to Review the Current Socialized Tuition and Financial Assistance Program (STFAP) Income Ranges & Brackets

The Faculty Regent requested that she be provided with a copy of the data on actual results of the new STFAP vis-à-vis composition of UP students in AY 2007-2008 and FS 2008-2009.

Update: The requested data was given to the Faculty Regent and Student Regent on 10 March 2009.

Request for the Utilization of the Graduate Program Trust Fund for the Establishment of Seventeen (17) Centennial Faculty Grant Awards for UP College of Business Administration Faculty who Teach in the Graduate Program

Regent Taguiwalo inquired why only the faculty are given the additional benefits of centennial faculty grant awards. She said she was requested by some constituents of the University to inquire about possible benefits for the ADMIN/REPS from the same Trust Fund.

Update: This was discussed in the Executive Staff Meeting with Chancellor Cao on 2 March 2009. When the Board approved the increase in graduate tuition at the College of Business Administration on 25 July 2002, it was provided that the incremental tuition (tuition differential between the University's P300/unit and College tuition) will be credited to the UPCBA Graduate Tuition Trust Fund and will be used as follows:

Course Materials Development and Teaching Enhancement	50%
Facilities/ Equipment Improvement	30%
Scholarships	15%
Student recruitment/ information activities	5%

There is no provision for ADMIN/REPS benefits.

Withdrawal of Graduation of Mr. JOHN MICHAEL M. GALINDON, College of Forestry & Natural Resources, UP Los Baños

Regent Taguiwalo requested an update on this case.

The President informed the Faculty Regent that UPLB got the advice of the Board that the case be reviewed further.

Update: In a letter dated 9 March 2009, Chancellor Velasco informed the Secretary of the University and the Board of Regents that in response to the advice of the Board, the UPLB Committee on Graduation was convened to review the case further. The Committee is expected to present its report to the Executive Committee and to the University Council on 17 April and 23 April 2009, respectively.

Memorandum of Agreement between the University of the Philippines, Philippine Investment-Management and the UP Engineering and Research Development Foundation, Inc.

This is the Memorandum of Agreement on the UP Centennial Dormitory.

The Faculty Regent requests that the Oversight Committee created to supervise the management and operation of the Dormitory by a third party management group provide the Board or at least the Faculty Regent a report of its operations from time to time and the amount of per diem the members receive every time they meet.

Update: This was also discussed in the Executive Staff Meeting of 2 March 2009, with Chancellor Cao. The President requested the Chancellor of UP Diliman to take care of this request and to clarify whether it is per diem or honorarium that is contemplated by the aforementioned MOA.

POLICY MATTERS APPROVED

Promotion of Dr. Caesar Saloma, Professor of Physics, from his current grade rank of SG 29-3 to SG 30-3

The President of the University recommends the promotion of Dr. Caesar Saloma, Professor of Physics, from his current grade rank of SG 29-8 with an annual salary of P437,232.00 to the next higher position of SG 30-3 with an annual salary of P440,508.00. This is by virtue of his being a recipient of the 2008 Lingkod Bayan Award.

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 the 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.

System-Wide Policy on Blacklisting of Contractors

Reference is made to the discussions during the 246th Meeting of the President's Advisory Council (PAC) dated 16 February 2009 during which the matter of a contractor who bid for the proposed construction of a building in U.P. Diliman was found to have been "suspended" by UP Open University for substantial violation of and non-compliance with minimum requirements for qualification. This matter was brought up by Chancellor Sergio S. Cao of UP Diliman because it has system-wide implications in that some contractors who might already be suspended by one unit or even blacklisted may still manage to quality and bid for projects in other units.

It was agreed by the PAC that there should be a system put in place to monitor contractors who have been either suspended or blacklisted. It was also agreed that a contractor who has been blacklisted by one unit should be placed on a system-wide blacklist so that the said contractor should not be able to bid for UP projects until such time that it has been lifted from the blacklisted.

The President, therefore, recommends that the Board approve a policy, subject to the drafting of implementing rules, where the blacklisting of a contractor by one (1) UP unit will automatically disqualify that contractor from bidding for or participating in any project of any other UP unit until such time that it has been removed from the blacklist.

Moreover, it is recommended that where a contractor is being investigated by the University for possible violations that may lead to a suspension or a blacklisting, that same contractor be disallowed from bidding or participating in any project of any UP unit until such time that the investigation is completed.

Board action: APPROVAL.

Proposal to Increase the Annual Award for Professorial Chairs

At its 1134th meeting held on 26 August 1999, the Board of Regents approved in principle the increase in the annual honorarium for professorial chairs from P30,000.00 to P36,000.00. The Board, however, stipulated then that the increase should be implemented

only upon the availability of funds as certified to by the UP Foundation, Inc. The increase to P36,000.00 was not implemented for various reasons. At its 1179th meeting held on 26 February 2004, the Board reiterated that the amount of award be at least P30,000.00.

The President of the University recommends an increase in the annual award for professorial chairs from P30,000.00 to a minimum of P50,000.00. If approved, the increase shall take effect on 1 July 2009.

Board action: APPROVAL.

UP Diliman's Recommendation for Sabbatical in Favor of Associate Professor RENATO S. VELASCO and Professor DANTE CANLAS

UP Diliman requests to consider several years of secondment to government offices to satisfy, in part, the following requirement for sabbatical – must have served the University not less than six (6) consecutive years immediately prior to the sabbatical.

Prof. Velasco – to consider Prof. Velasco's secondment to various offices under the Office of the President, Malacañang and as Chairman, Board of Directors, Philippine National Oil Corporation – Petrochemicals Development Corporation, Department of Energy.

Prof. Canlas - to consider Prof. Canlas' secondment to NEDA and ADB.

Arguments Against Granting Sabbatical

1. Sabbatical is a privilege given by UP to a faculty member which exempts him/her from teaching. Being a privilege given by UP, it is given for meritorious service to the University.
2. Legal opinion from Vice President for Legal Affairs Theodore O. Te that "special detail is counted as actual service to the University but a secondment is not. A secondment that is termed "special detail" will also not be counted as actual service. Special detail strictly contemplates that service to the University or any of its units; secondment contemplates that service is rendered to the government or any of its agencies but not to the University or any of its units."

Other Relevant Information

Both Prof. Velasco and Prof. Canlas do not have teaching load for 2nd semester 2008-2009 (starting November 2008).

Prof. Velasco accomplished application form for sabbatical on August 4, 2008; such application was endorsed by the Chair of the Department of Political Science on August 28, 2008.

Prof. Canlas accomplished application form on September 22, 2008; such application was endorsed by the Dean of School of Economics on September 23, 2008.

Board action: APPROVAL. The Board approved to waive pertinent rules on sabbatical in favor of Professors Velasco and Canlas.

N.B. The Faculty Regent put on record her objection to UP Diliman's recommendation for sabbatical in favor of Professor Renato S. Velasco and Dante Canlas. She said the arguments against granting sabbatical have been clearly presented in the legal opinion of the Vice President for Legal Affairs. If the requests are approved, there would be demoralization among the faculty of UP Diliman, according to the

Faculty Regent. Professors Velasco and Canlas have not met the requirements for sabbatical i.e. "must have served the University not less than six (6) consecutive years immediately prior to the sabbatical," since they have been seconded to the other agencies of the government, where according to the Faculty Regent they received higher salaries, benefits and honoraria compared to the regular faculty.

The President explained that the two cases are being presented to the Board since UP Diliman is requesting that several years of secondment to government agencies be considered in lieu of service to the University. This is tantamount to waiver of the pertinent rules on sabbatical that one must have served the University not less than six (6) consecutive years immediately prior to the sabbatical.

Regent Tiongco pointed out that the two have substantially complied with the service requirement. Service to other government agencies may be treated as service rendered to the University. This is a recognition that the University is a vast resource of intelligent people. The University, Regent Tiongco said, should be proud of its people who are harnessed to government service.

Vice President Te stated that "special detail is counted as actual service to the University but a secondment is not. A secondment that is termed "special detail" will also not be counted as actual service. Special detail strictly contemplates that service to the University or any of its units; secondment contemplates that service is rendered to the government or any of its agencies but not to the university or any of its units."

Vice President for Academic Affairs Amelia Guevara said that it is really a privilege and is part of service to the nation if the university allows its faculty to go on secondment. This is UP's way of extending its expertise. The Vice President made it clear though that a sabbatical is a privilege given to the faculty. Thus, the six (6) years service requirement is really service to UP and not to any government agency.

Regent Taguivwalo proposed that the Board defer its action on this matter. She said, the University Council of UP Diliman is meeting in April. It might be better to refer this back to the Council. This is given the differing positions of the UP Diliman administrators, the Vice President for Academic Affairs and the Vice President for Legal Affairs.

Regent Taguivwalo pointed out that slots for sabbatical in the University are limited. UP faculty compete among themselves for these slots. Not all those who are qualified are granted sabbatical. If approved, the cases of Professors Velasco and Canlas would be precedent setting.

Regent Tiongco said that one should not lose his privilege as a UP Professor simply because he has been seconded to another government agency to serve a greater majority.

Five (5) Regents voted in favor of granting sabbatical to Professors Velasco and Canlas. Two (2) disapproved the request (the Faculty Regent voted "NO" to the request).

UP Will Not Increase Undergraduate Tuition This Year

Upon the recommendation of President Roman and the Chancellors of Constituent Universities, the Board decided not to increase undergraduate tuition for AY 2009-2010. This is in consideration of the current economic crisis.

FINANCIAL MATTERS APPROVED

Reprogramming of PhP82,693,292.76 representing UP System Administration's Unexpended Balances of Prior Years' obligations, as certified by the System Budget and Accounting Offices

The amount shall be utilized as follows:

Arts Productivity System Endowment Fund		P50,000,000.00
Capital and Equipment Outlay		P27,693,000.00
Philippine Genome Center:		
Personal Services	P500,000.00	
Maintenance & Other	P4,500,000.00	P5,000,000.00
	TOTAL	P82,693,000.00

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

Board action: APPROVAL.

N.B. The President explained that one of the intended uses of the reprogrammed amount is for the personnel services and maintenance and other operating expenses of the proposed Philippine Genome Center. The latter is expected to help the University in its researches in the fields of medicine and agriculture. Even the DOST is excited about this Center.

Regent Taguivwalo observed that this is the second time that UP Diliman has asked the Board for approval of its unexpended money. She then asked: (1) why the two-stage reprogramming; (2) what about the benefits for the SAGAD faculty, staff and REPS; (3) do the CUs provide the Board with an update on the financial report on how the reprogrammed money was actually spent?

The President clarified that what was approved before is different from the present request. Unexpended balances occur every now and then especially at the end of every year. If there are savings, these can be reprogrammed. There is really no two-stage reprogramming. Some of the balances are actually given as benefits, e.g., the CNA incentive bonus.

While unexpended balances are reprogrammed, the excess income is programmed. What is excess income? At the start of the year, the University estimates how much it will get from tuition. At the end of the year, there could be an excess and the excess income can be programmed.

The Board can get a report on how the reprogrammed funds were actually utilized from the CUs. The President assured the Board that whatever it approves cannot be changed, not even by the Chancellors.

The amount for capital and equipment outlay is included. It is there in the event that any CU would ask for funding from the System.

Reprogramming of UPD's Accumulated Unexpended Balances as of December 31, 2008 amounting to PhP35,672,118.10, certified available by the UPD Budget and Accounting Offices

The amount shall be utilized as follows:

Maintenance & Other Operating Expenses P35,672,118.10
=====

To pay utilities bills for MERALCO and Manila Water Company

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.

APPOINTMENTS

UNIVERSITY OFFICIALS

UP System

Dr. JOSE WENDELL P. CAPILI as Assistant Vice President for Public Affairs, effective 1 May 2009 to serve at the pleasure of the Vice President for Public Affairs

Dr. JOSE WENDELL P. CAPILI as Director, UP System Information Office, effective 1 June 2009 until 31 May 2010

N.B. Regent Taguivwalo raised the issue of triple appointments in the University. While she thinks Dr. Capili is highly qualified for the position, her concern lies in the fact that Dr. Capili would be Assistant Vice President for Public Affairs and Director of the System Information Office and for a while Associate Dean for Academic Affairs of the College of Arts and Letters. She said that this is not the first time the University has this kind of appointment. There is a similar case in U.P. Diliman. Regent Taguivwalo asked (1) are there no other faculty who can occupy the other posts; (2) what is the implication in terms of honoraria; (3) if one has three positions, does he/she get the honoraria for all the 3 positions?

The President pointed out that Dr. Capili would step down as Associate Dean once Dean Almario's term ends in May. It would be difficult, she said, to appoint an Associate Dean for just one month. There is no double compensation for being an Assistant Vice President for Public Affairs and at the same time Director of the System Information Office. COA rules, however, provide that "One appointed to two or more administrative positions shall be entitled to receive the honoraria fixed for the position to which he or she is appointed, subject to pertinent COA rules (e.g., No one may receive honoraria exceeding fifty percent in the aggregate of his/her salary.)"

The two positions of Assistant Vice President for Public Affairs and Director of the System Information Office are related. The title Assistant Vice President is necessary to give more clout to the position especially in dealing with outsiders.

Dr. AMEURFINA D. SANTOS as Director, Office of Admissions, effective 1 March 2009 until 31 May 2009

U.P. Diliman

Dr. MERLE C. TAN as Director, National Institute for Science and Mathematics Development (NISMED), effective 29 November 2008 until 28 November 2011.

N.B. The President explained that she has to bring up the appointment of Dr. Tan from the floor since the recommendation is supposed to take effect 29 November 2008 yet. She got the recommendation only the night before she flew to Davao.

While she did not object to the appointment of Dr. Tan, Regent Taguivwalo requested that for similar appointments, the Board should be given ample time to consult with the faculty/staff involved.

TRANSFER TO PERMANENT STATUS

UP Diliman

Prof. Aleli D. Kraft, Associate Professor 1 (Salary Grade 22-4), School of Economics, effective 27 February 2009

UP Los Baños

Prof. Roger A. Luyun, Jr., Assistant Professor 2 (Salary Grade 19-1), College of Engineering and Agro-Industrial Technology, effective 27 February 2009

UP Manila

Prof. Cecilia A. Jimeno, Associate Professor 2 (Salary Grade 22-5), College of Medicine, effective 27 February 2009

Prof. Eulenia R. Nolasco, Associate Professor 4 (Salary Grade 24-3) (part-time), College of Medicine, effective 27 February 2009

EXTENSION OF SERVICE BEYOND
COMPULSORY RETIREMENT AGE OF 65

UP Diliman

Prof. Cristina P. Hidalgo as Professor 12 (Salary Grade 29-8), College of Arts and Letters, effective 21 August 2009 until 31 May 2010

Prof. Ernesto M. Pernia as Professor 9 (Salary Grade 28-8), School of Economics, effective 31 December 2008 until 31 May 2009

Prof. Rafael A. Rodriguez as Professor 12 (Salary Grade 29-8), College of Business Administration, effective 1 April 2009 until 31 March 2010

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 2008 until 31 May 2009

Prof. Ma. Victoria Bello Jardiolin as Professorial Lecturer 5, College of Business Administration, effective 1 April 2009 until 31 March 2010

Prof. Mary Racelis as Professorial Lecturer 5, College of Social Sciences and Philosophy, effective 1 November 2008 until 31 October 2009

REAPPOINTMENT BEYOND
COMPULSORY RETIREMENT AGE OF 65

UP Diliman

Prof. Marie E. Aganon as Professorial Lecturer 5, School of Labor and Industrial Relations, effective 1 November 2008 until 31 October 2009

Prof. Leoncio A. Amadore as Professorial Lecturer 1, College of Science, effective 7 November 2008 until 31 May 2009

PROFESSORIAL CHAIRS ESTABLISHED

Amendments to the Dr. and Mrs. Roberto Unchuan Velasco, M.D. Class 1970 Centennial Professorial Chair in Orthopaedics

At its 1240th meeting of the Board held on 27 January 2009, the Board approved the establishment of the Dr. and Mrs. Roberto Unchuan Velasco, M.D. Class 1970 Centennial Professorial in Orthopaedics.

It is requested that the Chair be renamed as follows:

From: Dr. and Mrs. Roberto Unchuan Velasco, M.D. Class 1970 Centennial Professorial in Orthopaedics

To: Dr. Roberto U. and Jo Velasco Centennial Professorial Chair in Orthopaedic Surgery

The donors, Dr. Roberto Unchuan Velasco (UP MD '70) and Mrs. Mary Jocelyn (Jo) Velasco (UP Nursing '71) stipulate the following:

Donor Conditions:

Exclusion: Current orthopaedic department chairperson CANNOT be the recipient.

Inclusion: Tenured faculty with item either from the U.P. College of Medicine OR Philippine General Hospital with a minimum 10 years service with the Department of Orthopaedics.

Term of Professorial Chair: Annual (suggested interval July present year to June the following year)

Selection Process: Decision by Department Chairperson and consensus of the Orthopaedic Academic Promotions Board. In case of conflict, the Dean of the UP College of Medicine makes final decision.

Criteria: Preferably quantifiable and reproducible that can be applied to any candidate (Academic Peer Review or similar instrument)

Recipient Output: One academic output

Donor's Personal Statement:

"My orthopaedic residency in UP-PGH marks the starting point of my professional development and has guided me in what I have achieved and helps me in what I hope to accomplish. This Professorial Chair is to express my gratitude to my UP-PGH mentors and to express my appreciation of my colleagues whom I hold in highest esteem."

Board action: **APPROVAL.**

Establishment of the PetroEnergy Resources Corporation UP Centennial Professorial Chair in Family Life and Child Development, College of Home Economics, UP Diliman

Donor: PetroEnergy Resources Corporation

Amount of Donation: PhP1,600,000.00

Beneficiary Unit: College of Home Economics, UP Diliman

Fund Management: UP Foundation, Inc.

Basic Awarding Terms: Only the earnings of the support fund shall be available in awarding the Chair. University policies and processes in effect at awarding shall be observed.

PetroEnergy Resources Corporation (PERC), a publicly-listed Philippine corporation in oil exploration and development was founded in 1994. Rizal Commercial Banking Corporation and PHILEX Petroleum Corporation are the two biggest shareholders, between them controlling more than 57% of the company stock. PERC had a market capitalization at the end of 2008 of USD 15.4 Million. The company's revenues are derived mainly from its 2.52% share of producing offshore oil fields in Gabon (West Africa). PERC's board of directors is headed by former Trade and Industry Secretary Rizalino Navarro and members include Messrs. Cesar Buenaventura and Walter Brown.

Board action: APPROVAL.

MEMORANDA/ AGREEMENTS

The Board CONFIRMED the following:

AGREEMENTS

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

UP System

Memorandum on Academic Cooperation between the University of the Philippines and the Universidad CEU-Cardinal Herrera, Spain

Project: Academic and Educational Cooperation

Particulars:

- a. Both Universities agree to develop the following collaborative activities in academic areas of mutual interest, on the basis of equality and reciprocity:
 1. Exchange of faculty, researchers and other research and administrative staff;
 2. Exchange of students;
 3. Conduct of collaborative research projects;
 4. Conduct of lectures and symposia;
 5. Exchange of academic information and materials; and
 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; and
- 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.

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

Date signed: 1 December 2008

Memorandum on Academic Exchange between the University of the Philippines and the Yokohama National University, Japan

Project: Academic and Educational Cooperation

Particulars:

- a. Both Universities agree to develop the following collaborative activities in academic areas of mutual interest, on the basis of equality and reciprocity:
 1. Exchange of faculty, researchers and other research and administrative staff;
 2. Exchange of students;
 3. Conduct of collaborative research projects;
 4. Conduct of lectures and symposia;
 5. Exchange of academic information and materials; and
 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; and
- 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.

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

Date signed: 28 January 2009

Memorandum of Understanding between the University of the Philippines and the University of the East

Project: Academic Cooperation

Particulars:

- a. Assistance shall be carried out, subject to availability of funds and the approval of the Board of Regents of the University of the Philippines and the appropriate authorities of the University of the East, through activities or programs, such as:
 1. Exchange of faculty members;
 2. Joint research activities;
 3. Participation in lectures, seminars and academic meetings;
 4. Exchange of institutional periodicals, academic materials, cultural, artistic and other information; and
 5. Special short-term academic programs.
- b. Intellectual property rights arising from the collaborative efforts under the Agreement shall be recognized as outputs of, and jointly owned, by the parties.
- c. The parties reserve the right to use all data and information developed under the Agreements for the enhancement of their respective academic and research programs. Whenever applicable, the principal authors, researchers and project leaders shall be identified, recognized and included in the report.
- d. The publication and use of data and information developed under the Agreement shall be subject to their prior written approval. Any and all royalties for the use of such data and information shall accrue to both parties.

Effectivity: Effective for a period of three (3) years
subject to the availability of funds

Date signed: 26 January 2009

UP Diliman

Memorandum of Understanding between the University of the Philippines Diliman and the Woosong University, Korea

Project: Academic Cooperation

Particulars:

Assistance shall be carried out, subject to availability of funds and the approval of the Board or Trustees of Woosong University and the Board of Regents of the University of the Philippines, through such activities or programs like:

- a. Exchange of faculty members;
- b. Exchange of students;
- c. Joint research activities;
- d. Participation in seminars and academic meetings;
- e. Exchange of academic materials, cultural, artistic, and other information;
- f. Special short-term academic programs; and
- g. Internships for Woosong University students and assistance in arranging internships for them with Philippine companies.

Effectivity: Effective for a period of five (5) years
subject to availability of funds

Date signed: 20 January 2009

Memorandum on Academic Cooperation between the University of the Philippines Diliman and the University of Maryland, Baltimore County, Maryland

Project: Academic Cooperation

Particulars:

- a. Both Universities agree to explore mutual interests in and develop collaborative research projects in research areas of mutual interest and benefit;
- b. The development and implementation of specific projects 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 the respective countries after full consultation and approval;
- c. It is understood that implementation of any 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 implemented in each University;
- e. The Agreement may be amended or modified by a written agreement signed by the representative 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 agreements.

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

Date signed: 17 November 2008

Memorandum of Agreement between the University of the Philippines Diliman and the Ho Chi Minh City University of Technology

Project: Academic Cooperation

Particulars:

- a. Both Universities desire to promote cooperation in the field of engineering education and academic research:
 - a.1. To encourage exchange and visit in the following categories:
 - Undergraduate and graduate students;
 - Non-teaching and post-graduate fellows;
 - Junior and senior faculty members
- b. To exchange information and materials in the field of engineering which are of interest to both Universities;
- c. To arrange joint research activities and publications;
- d. To organize joint conferences and academic programs; and
- e. To facilitate negotiation and arrangements made by individuals or faculty members in the accomplishment of the foregoing objectives.

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

Date notarized: 11 December 2008

Agreement on Academic Cooperation between the University of the Philippines Diliman and the Silla University, Korea

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:
 1. Exchange of faculty, researchers and other research and administrative staff;
 2. Exchange of students;
 3. Collaborative research projects;
 4. Lectures and symposia;
 5. Exchange of academic information and materials; and
 6. Promotion of other academic cooperation as mutually agreed upon.

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

Date notarized: 11 December 2008

Memorandum of Agreement between the University of the Philippines Diliman and the Konyang University, Korea

Project: Academic Cooperation

Particulars:

- a. The parties shall promote the following programs, subject to respective legal, financial and administrative capabilities:
 1. Exchange of scholars, professors, lecturers and researchers;
 2. Exchange of students;
 3. Exchange of academic information and materials;
 4. Exchange of academic publications; and
 5. Other exchange of academic nature to which both parties agree.
- b. The parties shall coordinate in the preparation and the submission of proposals seeking funding and other assistance necessary for the implementation of the exchange programs, subject to the availability of funds and approval by its respective responsible officials;
- c. Both parties shall designate a faculty or staff member to promote activities related to the exchange program; and
- d. The Office of the Director for the Institute of International Education of Konyang University and the Office of the Vice-Chancellor for Academic Affairs of UP Diliman shall be responsible for coordinating with the participants and making the necessary arrangements concerning the activities and programs of the exchange.

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

Date notarized: 11 December 2008

Memorandum of Understanding for Student Exchange between University of the Philippines Diliman and the Daejin University, Republic of Korea

Project: Student Exchange

Particulars:

Daejin and UP agree to establish the following Memorandum of Understanding for Student Exchange Programs:

- a. Three (3) Daejin students and one (1) UP student are exchanged;
- b. Each party appoints nominees and sends the list of selected students and the related documents including application forms by the end of September every year. Each party examines the documents and relays the results to the other party;
- c. Daejin students may choose an English language course or any academic course lectured in English. The UP student may take academic course lectured in Korean or English;
- d. Owing to the differences in academic calendar between Daejin and UP, both parties shall adjust the period of exchanges;
- e. Exchange students should enroll at their home institution and the tuition fee is waived at the host institution;
- f. Daejin provides the UP student with a dormitory room during the whole study period;
- g. A monthly allowance of KRW 300,000 is awarded as a scholarship to the UP student; and
- h. Daejin awards KRW 700,000 as a grant for the round-trip airfare of the UP student within one (1) month upon his/her arrival in Korea on the understanding that the student would work at the office of the Department of International Cooperation for 120 hours during the first semester.

Effectivity: Effective upon signing

Date notarized: 11 December 2008

Memorandum of Understanding for Expanding Cooperation and Exchanges in the Field of Education between the University of the Philippines Diliman and the Dongguk University, Gyeongju, Korea

Project: Expanding Cooperation and Exchanges in the Field of Education

Particulars:

The parties extend the bounds of international cooperation and development partnership relations in the field of education by encouraging and supporting education, professional and intercultural mobility of students, teachers and staff, according to the directions provided by Article 2 of the present Memorandum.

Directions of mutually beneficial cooperation may include the following but are not limited to it:

- a. Teaching staff exchanges and visit programs;
- b. Students exchange programs;
- c. Cultural exchange programs;
- d. Joint education and research programs and projects;
- e. Educational techniques and technologies development and implementation;
- f. Joint lectures, conferences and seminars;
- g. Short-term programs and projects of professional training; and
- h. Information and printed educational materials exchange.

Effectivity: Effective upon signing for a period of five (5) years

Date signed: 11 December 2008

Memorandum of Agreement between the University of the Philippines Diliman and the University of Queensland (UQ)

Project: 2009 Sub-Grant Variation to the Coral Reef Targeted Research (CRTR) and Capacity Building for Management Project for the project "Coral Reef Research: Remote Sensing Working Group"

Principal Investigator: Dr. Laura David

Implementing unit: Marine Science Institute, College of Science UP Diliman

Particulars:

- a. The letter confirms that the University of Queensland and the University of the Philippines have agreed to vary the terms of the agreement governing conduct of the project as follows:

Schedule 1

2009 Project Schedule and Budget

University of Queensland will pay to the University of the Philippines USD\$7,251 during the 2009 fiscal year as part of the sub-grant for the CRTR Project, for the activities outlined in Project Schedule 1.

Schedule 2

2009 Reporting Requirements

Project Schedule 2 outlines the 2009 reporting due dates, milestone criteria and amounts payable against each milestone.

Payment will cover the activities outlined in Project Schedule 1 and will be based upon the acceptance of the Letter of Variation and meet with the reporting requirements outlined.

All other terms in the Project agreement remain unaltered.

Memorandum of Agreement between the University of the Philippines Diliman and the University of Queensland (UQ)

Project: 2009 Sub-Grant Variation to the Coral Reef Targeted Research (CRTR) and Capacity Building for Management Project for the project "Coral Reef Research: Southeast Asia Centre of Excellence"

Principal Investigator: Dr. Edgardo D. Gomez

Implementing unit: Marine Science Institute, College of Science, UP Diliman

Particulars:

- a. The letter confirms that the University of Queensland and the University of the Philippines have agreed to vary the terms of the agreement governing conduct of the project as follows:

Schedule 1

2009 Project Schedule and Budget

University of Queensland will pay to the University of the Philippines USD\$138,926 during the 2009 fiscal year as part of the sub-grant for the CRTR Project, for the activities outlined in Project Schedule 1.

Schedule 2

2009 Reporting Requirements

Project Schedule 2 outlines the 2009 reporting due dates, milestone criteria and amounts payable against each milestone.

Payment will cover the activities outlined in Project Schedule 1 and will be based upon the acceptance of the Letter of Variation and meet with the reporting requirements outlined.

All other terms in the Project agreement remain unaltered.

Memorandum of Agreement between the University of the Philippines Diliman and the University of Queensland (UQ)

Project: 2009 Sub-Grant Variation to the Coral Reef Targeted Research (CRTR) and Capacity Building for Management Project for the project "Coral Reef Research: Restoration and Remediation Working Group"

Principal Investigator: Dr. Edgardo D. Gomez

Implementing unit: Marine Science Institute, College of Science, UP Diliman

Particulars:

- a. The letter confirms that the University of Queensland and the University of the Philippines have agreed to vary the terms of the agreement governing conduct of the project as follows:

Schedule 1

2009 Project Schedule and Budget

University of Queensland will pay to the University of the Philippines USD\$42,035 during the 2009 fiscal year as part of the sub-grant for the CRTR Project, for the activities outlined in Project Schedule 1.

Schedule 2

2009 Reporting Requirements

Project Schedule 2 outlines the 2009 reporting due dates, milestone criteria and amounts payable against each milestone.

Payment will cover the activities outlined in Project Schedule 1 and will be based upon the acceptance of the Letter of Variation and meet with the reporting requirements outlined.

All other terms in the Project Agreement remain unaltered.

Memorandum of Agreement between the University of the Philippines Diliman and the University of Queensland (UQ)

Project: 2009 Sub-Grant Variation to the Coral Reef Targeted Research (CRTR) and Capacity Building for Management Project for the project "Coral Reef Research: Modelling and Decision Support Working Group"

Principal Investigator: Dr. Porfirio Aliño

Implementing unit: Marine Science Institute, College of Science, UP Diliman

Particulars:

- a. The letter confirms that the University of Queensland and the University of the Philippines have agreed to vary the terms of the agreement governing conduct of the project as follows:

Schedule 1

2009 Project Schedule and Budget

University of Queensland will pay to the University of the Philippines USD\$15,000 during the 2009 fiscal year as part of the sub-grant for the CRTR Project, for the activities outlined in Project Schedule 1.

Schedule 2

2009 Reporting Requirements

Project Schedule 2 outlines the 2009 reporting due dates, milestone criteria and amounts payable against each milestone.

Payment will cover the activities outlined in Project Schedule 1 and will be based upon acceptance of the Letter of Variation and meet with the reporting requirements outlined.

All other terms in the Project agreement remain unaltered.

Memorandum of Understanding between the University of the Philippines Diliman and the Centro Escolar University

Project: Exchange Programs

Particulars:

- a. The Universities agree to promote the following exchange activities on their respective academic and educational needs:
1. Exchange of faculty and scholars (professors, lecturers, or researchers);
 2. Exchange of students;
 3. Exchange of academic information and materials;
 4. Organization of joint research programs;
 5. Organization of joint conferences; and
 6. Other academic exchanges agreed to by both universities.

Effectivity: Effective 1 June 2009 until 31 March 2011

Date signed: 19 November 2008

Memorandum of Agreement between the University of the Philippines Diliman through the College of Law (Second Party) and the Congressional Commission on Science and Technology and Engineering "COMSTE" (First Party)

Project: Study of Existing Laws and Regulations Governing the Practice of Professions

Amount: PhP1,200,000.00

Implementing unit: College of Law, UP Diliman

Particulars:

The Second Party undertakes to:

- a. Compile, categorize, examine and analyze all existing provisions of the Philippine Constitution, laws, and rules and regulations governing the practice of professions related to food/agriculture, energy/environment, ICT/ICT-services, health, semiconductors/electronics, and basic science, math and engineering education;
- b. Analyze the doctrine/public policy framework that led to the formation of these current law, and determine if they are still in synch with what developed countries are using today;
- c. Recommend and articulate a proper legal/policy framework in order to guide legislators including bill drafting;
- d. Submit a report detailing the findings and legislative recommendations of the inter-disciplinary team, the legislative recommendations to include easily doable changes as well as difficult changes indicating the potential roadblocks for implementing such changes;
- e. Ensure that the funds received from the First Party are used to defray all the agreed costs and expenses in the Project; and
- f. Act as legal adviser to the First Party arising from a and b.

The First Party:

- a. Agrees to provide funding in the amount of Php1,200,000.00 to be deposited to the Second Party's account; and
- b. Shall pay all costs and expenses incurred in the Project from the funding deposited by the First Party to the Second Party's account.

Effectivity: Effective for a period of 12 months commencing January 2009

Date signed: 7 January 2009

Memorandum of Agreement between the University of the Philippines Diliman through the College of Law and the Philippine Health Insurance Corporation (PHILHEALTH)

Project: Mandatory Continuing Legal Education (MCLE) for PHILHEALTH Second National Legal Forum

Amount: PhP150,000.00

Implementing unit: College of Law, UP Diliman

Particulars:

- a. The parties will jointly conduct a Second National Legal Forum for the members of the bar. For this purpose, the parties shall agree upon the specific topics, the lectures and the schedule for the Second National Legal Forum;

- b. U.P. 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 transportation and honoraria for said lectures, and preparing sufficient seminar materials for at least 30 participants; and
- c. 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.

Effectivity: December 1-5, 2008 (5 whole day sessions)

Date notarized: 8 January 2009

Memorandum of Agreement between the University of the Philippines Diliman and Sporteum Philippines, Inc.

Project: Supply of Sporteum Sports Apparel and Accessories with the brand ACCEL

Implementing Unit: College of Human Kinetics Varsity Teams

Particulars:

Rights and Responsibilities of the parties:

- a. Sporteum undertakes to supply, at its sole expenses, the University of the Philippines during its Centennial Year with Jackets and Collared Shirts for all its varsity teams for players and coaches but not more than 500 pax;
- b. In exchange, when so allowed under applicable laws and rules - particularly including, but not necessarily limited to, Republic Act No. 9184 (the Government Procurement Reform Act) - and whenever appropriate, the TEAM shall purchase ACCEL sports gear, which Sporteum shall provide at a 35% discount;
- c. The Team, specifically the regular players and members of its coaching staff shall:
 - c.1. incorporate the ACCEL logo in all the playing and practice uniforms;
 - c.2. wear the jackets, collared shirts or uniforms before, during and after all UAAP games and functions and all other sport-related tournaments and activities;
 - c.3. allow Sporteum to display ACCEL streamers in the playing or practice areas in the University of the Philippines; and
 - c.4. display at least two (2) ACCEL streamers in all TEAM functions and activities, such as press conferences and out of town games.

Period of Contract: 1 May 2008 until 30 April 2009

Date notarized: 9 February 2009

UP MANILA

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

Project: "PHAREX Community MD Program": Provision of Five-Year Medical Education Scholarship to Qualified Students from the Ladderized Program of the University of the Philippines Manila, School of Health Sciences in Palo, Leyte

Implementing Unit: Office of the Vice-Chancellor for Academic Affairs, UP Manila

Particulars:

PHAREX shall:

- a. Provide financial assistance to five (5) qualified student-scholars until they complete the program;
- b. Conform and adhere to the school's admission, screening procedures, and all policies pertinent to the admission to the UP Manila;
- c. Lend expertise and other support necessary to ensure the success of the program;
- d. Remit to the UP Manila tuition, laboratory, NSTP, miscellaneous, local counterpart fund and Student Fund fees incurred by the student-scholars per billing submitted by the latter (UP Manila) on a semestral basis within fifteen (15) days after the date of receipt of billing from the UP Manila; and
- e. Assist in the monitoring of the performance of the student-scholars. Each student-scholar shall not incur a mark of NEEDS TUTORIAL for the entire duration of the scholarship program.

U.P. Manila through the School of Health Sciences shall:

- a. Assess the applicants for admission to the Doctor of Medicine program in accordance with the school's admission criteria;
- b. Submit to PHAREX the names of qualified students to receive the scholarship grant identified and duly endorsed by selected depressed and undeserved communities;
- c. Implement policies concerning the scholarship program;
- d. Develop/provide formal education to selected student-scholars leading to the degree of Doctor of Medicine;
- e. Provide the venue and support facilities such as library, computers, laboratories and other facilities necessary for the completion of the course;
- f. Develop learning materials and other audio visual aids which are appropriate and relevant to the needs of the student-scholars;
- g. Allow the conduct of semestral monitoring and school visit of PHAREX representative(s);
- h. Monitor and assess the performance of the student-scholars and regularly submit performance evaluation and/or progress reports of the student-scholars to PHAREX;
- i. Bill PHAREX for tuition fees, miscellaneous fees, laboratory and student fees on a semestral basis; and
- j. Confer the title/degree on the student-scholars upon successful completion of all academic and other requirements.

Effectivity: October 2008 until December 2009

Date notarized: 18 November 2008

OTHER MATTERS

Request of UP Diliman to Cut Three (3) Coconut Trees located at the Vacant Space Along C.P. Garcia Across the Present ONAPUP Site

The cutting of coconut trees is requested to give way to the construction of the new dormitory. The intention is to relocate the shops that have been dismantled on the ONAPUP site to the vacant space. The coconut trees should be removed to give way to the relocation.

Board action: **APPROVAL**. This, however, still needs further approval by the Department of Environment and Natural Resources (DENR).

Request of President Emerlinda R. Roman for Authority to Travel to Phuket, Thailand on Official Time from 18-23 March 2009, to Attend the 1st AUN Rectors' Retreat and the ASEAN+3 Higher Education Policy Dialogue 2009

The U.P. President's participation in said activities is part of UP's commitment to AUN.

The AUN will cover the cost of 5-night hotel accommodation, meals and local transportation.

From UP, the President requests the following:

1. roundtrip economy airfare;
2. the usual pre-travel allowance of P1,500;
3. actual cost of un-sponsored meals;
4. 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 during the period, permission to use the official passport, and exemption from payment of travel tax.

Board action: **APPROVAL.**

Request of President Emerlinda R. Roman for Authority to Travel on Official Time to Pasadena, California, U.S.A. from 26 June to 2 July 2009, to Attend the Association of Pacific Rim Universities (APRU) 13th Annual President's Meeting

The APRU 13th Annual Presidents Meeting will be hosted by the California Institute of Technology (CalTech). The theme for this year's meeting is "Grappling with Global Challenges: How Universities can Provide Leadership and Strategies to Solve the Problems of the 21st Century."

The APRU is a forum of elite universities in the region and UP is the only Philippine university represented in the network. The President has not attended the annual meetings of APRU in the last three (3) years owing to conflicts in schedules especially with the general alumni homecoming in UP Diliman. The UP President's participation in said annual activity is part of UP's commitment as an institutional member and is an opportunity to be connected with the best universities in the region. The APRU will cover the cost of meals.

From UP, the President requests the following:

1. roundtrip economy airfare;
2. the usual pre-travel allowance;
3. actual cost of accommodation at the host's recommended hotel;
4. actual cost of un-sponsored meals; and
5. 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 during the period, permission to use the official passport, and exemption from payment of travel tax.

Board action: **APPROVAL.**

Request of the Regional Director of the Department of Public Works and Highways (DPWH) for Permission to Proceed with the Widening of C-5/Katipunan Avenue Fronting the UP Integrated School

At its 1239th meeting held on 17 December 2008, the Board of Regents took note of the report of the Vice-Chancellor for Community Affairs of UP Diliman on the ongoing talks between the University and the Department of Public Works and Highways (DPWH) regarding the proposed widening of C-5/Katipunan Avenue, fronting the UP Integrated School.

The DPWH is requesting permission to proceed with the widening of C-5/Katipunan Avenue fronting the UP Integrated School. Specifically, the DPWH is requesting for the issuance of the permit or approval from the UP management for their contractor to undertake the rehabilitation of the existing CHB Perimeter Fence, adopting the UP design with limits from Magsaysay Street to Shuster Street. Moreover, DPWH is also requesting for the issuance of the necessary "Permit to Enter" for their contractor to undertake the preliminary construction activities inside the UPIS compound, to be undertaken immediately after the completion of Phase I of the said project.

Board action: **APPROVAL.**

Independent Trust Committee Terms of Reference

Background

Section 24 of Republic Act No. 9500, An Act to Strengthen the University of the Philippines as the National University, mandates the following:

"Management of Funds. - (a) There shall be an Independent Trust Committee to be composed of the President of the University, as Chairperson, and one (1) representative each nominated by the Bankers Association of the Philippines (BAP), Investment House Association of the Philippines (IHAP), Trust Officers Association of the Philippines (TOAP) and Financial Executive Institute of the Philippines (FINEX). The members shall be entitled to a reasonable per diem as the Board may specify. (b) The Independent Trust Committee shall recommend to the Board five (5) universal banks selected on a prudent basis which trust departments shall manage the corporate and other funds through trust agreements of the national university on a non-directed basis; provided that any such agreement shall be for a period of not more than two (2) years. (c) The Independent Trust Committee shall provide the Board with direction on appropriate investment objectives and permissible investments with the view to preserving the value of the funds while allowing the University to earn a reasonable return thereon."

This provision substantially expands the University's choice of banking institutions with which to deal in the management of its funds. At present, the University is constrained to deal with only the three government-owned banks: Land Bank of the Philippines (LBP), Development Bank of the Philippines (DBP), and Philippine Veterans Bank (PVB). With more competition among the banks, the University may expect much higher returns on its financial assets. The University's various constituents - faculty, staff, and students - also stand to benefit much with a larger number of banks to choose from for their day-to-day transactions needs. As more banks compete for clients, the constituents may expect to see more bank outlets within campus and more efficient and courteous service from bank personnel.

The Independent Trust Committee's Scope of Work

As mentioned in Section 24 above, the Independent Trust Committee (ITC) has two main tasks: (1) it shall recommend to the Board five universal banks (UBs), selected on a prudent basis, whose trust departments shall manage the University's corporate and other funds through at most two-year trust agreements on a non-directed basis, and (2) it shall provide the Board with direction on appropriate investment objectives and permissible investments with the view to preserving the value of the funds while allowing the University to earn a reasonable return.

Among the specific issues that the ITC shall address in its recommendations to the University's Board of Regents are the following:

- a) What are the services that the five universal banks (UBs) are expected to provide?

Section 24 is explicit about the role of the UB's trust department ("manage the corporate and other funds through trust agreements of the national university on a non-directed basis"), but the servicing of the CUs' day-to-day needs (e.g., depository for payroll and other current operating accounts) should also be an important consideration. Here, the scatter of bank branches across the CUs and the quality of service as perceived by UP constituents would matter. In this regard, the ITC should consult the Chancellors.

- b) What should be the criteria for choosing the five UBs whose trust departments shall manage UP's corporate and other funds?

Possible criteria are: (1) the UB's capital adequacy ratio; (2) the size of the UB itself, in terms of (a) net worth, or (b) total deposit base; and (3) the size and performance of the UB's trust operations over the past three to five years. Also, as noted above, the scatter of bank branches across the CUs and the quality of service as perceived by UP constituents may be an important consideration. The final selection of the five UBs, needless to say, should be done in accordance with existing government laws, rules, and regulations.

- c) How should the totality of UP's funds be apportioned across the five UBs, and across the different types of financial assets with their varying degrees of risk (e.g., fixed income instruments vs. equities)?

The primary role of the ITC is to recommend to the Board of Regents an "appropriate allocation of the University's capital across various markets given the University's desired return target and risk tolerances" (to quote from Harvard Management Company).

In Stanford University's asset allocation policy, the asset classes are: (1) public equity; (2) real estate; (3) private equity; (4) natural resources; (5) absolute return; and (6) fixed income. Harvard University, on the other hand, uses the following asset classifications: (1) domestic equity; (2) foreign equity; (3) emerging markets equity; (4) private equity; (5) absolute return; (6) high-yield; (7) real assets' (8) domestic bonds; (9) foreign bonds; and (10) inflation-indexed bonds. Both Stanford University and Harvard University have wholly-owned subsidiaries (management companies) to manage their endowment funds.

Membership in the Independent Trust Committee

Each of the four organizations identified in Section 24 of RA 9500 shall be asked to submit a nominee, with the following qualifications: (1) the nominee must be a member in good standing of the organization; (2) he/she must be a UP alumnus/alumna; and (3) he/she must be a senior officer of his/her home institution. The University reserves the right to reject a nominee, in which case the organization shall be asked to submit a new nominee.

The Office of the Vice President for Planning and Finance shall provide secretariat support to the Independent Trust Committee.

Schedule of Activities

An indicative timetable is as follows:

Month	Week	Activity
February	3	PERR requests the four organizations to submit nominees
	4	BOR confirms the nominees and determines the appropriate honoraria
March	1	PERR, as chair, convenes the Independent Trust Committee (ITC)
	2	ITC consults Chancellors
	3	ITC meets, negotiates with interested Universal Banks
	4	ITC recommends five Universal Banks
	4	BOR approves the five Universal Banks

Board action: APPROVAL.

The Board cautioned the President to go slow on this given the current financial crisis. The President explained that under the New Charter, the University is authorized to invest in five universal banks and in choosing the universal banks, the President shall be guided by a Committee composed of representatives from the Bankers Association of the Philippines (BAP), the Investment Houses Association of the Philippines (IHAP), the Trust Officers Association of the Philippines (TOAP) and the Financial Executive Institute of the Philippines (FINEX). The Independent Trust Committee shall recommend to the Board five (5) universal banks selected on a prudent basis which trust departments shall manage the corporate and other funds through trust agreements of the national university on a non-directed basis.

As President of the University, Dr. Roman said that it is her duty to implement the provisions of the New Charter. She might be asked "What has she done with the New Charter?" The President said that she does not want to be accused of dereliction of duty.

Regent Chua proposed that the University stick it out with government banks. Given the worldwide financial crisis, Regent Chua said that no bank is strong enough. If UP has excess liquidity it is always best to put these in a government bank. He said that he has nothing against private banks because he himself represents profit interests. If UP invests in ROP bonds, it can get at least 8%. Among all the Asian countries, the performance of the ROP bond is the best. In Indonesia, the bond goes down as much as only 70% of the face value. ROP Bonds go beyond 100%. UP can use its influence to convince the National Treasury to give it preferential terms. This means that the University will not be exposed to the risks if it were to buy the Bond from a private enterprise. No matter how big an entity is, it can collapse, according to Regent Chua. The government never collapses. The country simply changes from one government to another.

Regent Sarmiento agreed with the position of Regent Chua.

Establishment and awarding of a Scholarship Grant and Assistance Fund to be known as the “Maria Ledesma-Juan Scholarship Grant and Assistance Fund”

Donor: Mr. Francisco L. Juan

Amount of Donation: PhP200,000

Beneficiary Unit: College of Pharmacy, UP Manila

Particulars:

1. The donation shall be used to support the establishment and awarding of a Scholarship Grant and Assistance Fund to be known as the “Maria Ledesma-Juan Scholarship Grant and Assistance Fund” at the College of Pharmacy, University of the Philippines Manila;
2. The Donee shall manage the donation which may be used in awarding the “Maria Ledesma-Juan Scholarship Grant and Assistance Fund” for paying the tuition fee and/or monthly stipend of a financially needy student of the College of Pharmacy to ensure that the same student will graduate and be able to practice pharmacy;
3. The “Maria Ledesma-Juan Scholarship Grant and Assistance Fund” shall be awarded in accordance with the applicable policies and guidelines of the University of the Philippines in effect as of such awarding, not inconsistent with the above-enumerated terms; and
4. The agreement may be amended by mutual written consent of the Donor and the Donee.

Board action: APPROVAL.

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

Faculty Regent Taguiwalo proposed that the “Sagad” award for the faculty be increased from P5,000.00 to P10,000.00 and for the Staff/REPS from P3,000.00 to P5,000.00.

The President said this proposal would have to be discussed with the Chancellors. The University has to find out from them if they can afford the proposed increase.

Abolition of the National Crop Protection Center

Regent Davide brought up the abolition of the National Crop Protection Center with the creation of the cluster system in UP Los Baños. The NCPC, he said, is mandated by law. It was created by PD 936 on 19 May 1976. When he was Director of the NCPC, Regent Davide said they got P30 M in support of the program. He is now requesting a legal opinion on this.

On the Need for a Strong Security System in the UP Diliman Campus

Regent Tiongco reiterated the need for a strong security system in the UP Diliman Campus. He noted from the Contracts for Security Services that UP spends about P60 M a year for security or roughly P5 M a month. There should be a comprehensive study of the security concerns of the campus, according to Regent Tiongco. He is suggesting that this be done at least before he ends his term in the Board of Regents.

Proposed University Convocation on the Global Financial Crisis and Its Effects on Education

Faculty Regent Taguiwalo proposed the holding of a University Convocation on the Global Financial Crisis and Its Effects on Education, with the Chair of the Board and the UP President as speakers.

The President informed the Board she might not be in a position to give an honest evaluation of the world financial crisis as she is not an expert on the issue. The Chair of CHED, the President said, should be asked if he could talk on the effects of the global financial crisis on education.

The University is busy preparing for a grand conference in May where the President is expected to deliver a paper. It might be difficult to organize the proposed conference considering that it is already March and classes are about to end. The President said, a unit of the University might be tapped to organize this Conference where we could invite experts to discuss the issues, in time for the opening of classes in June.

Report of the Student Regent on the Conduct of the UP Systemwide Referendum on Codified Rules for Student Regent Selection (CRSRS)

Hereunder is the report of the Student Regent on the UP Systemwide Referendum on Codified Rules for Student Regent Selection (CRSRS).

25 February 2009

Hon. Emmanuel Y. Angeles
Chairman
Board of Regents
University of the Philippines System

Dear Chairman Angeles:

Warmest greetings!

Section 12 (g) of the new UP Charter provides that the rules and qualifications for the selection of the next student regent must be approved in a referendum by the students.

As compliance with this provision, the Office of the Student Regent (OSR), with the assistance of the student councils, volunteers and UP administration, successfully conducted the UP Systemwide Referendum on Codified Rules for Student Regent Selection (CRSRS) last January 26-31, 2009 simultaneously in all UP units.

Out of the 47,365 UP students enrolled in the UP System for the second semester of the academic year 2008-2009, 25,299 students (53.41%) participated in the historic student referendum. 18,253 (72.15%) approved the existing CRSRS while 6,747 (26.67%) rejected the CRSRS. 299 (1.18%) official ballots were challenged and spoiled.

All twelve (12) UP campuses (Baguio, Los Baños, Manila, Diliman, Open University, Visayas, Mindanao, Pampanga, Tacloban, Cebu, Baler, and Palo) participated in the referendum. All of these campuses, except Open University, garnered more than 50+ 1% student participation. On the other hand, only the UP Open University conducted online voting.

Upon the recommendation of the student councils, the OSR designated official student referendum officers in each UP unit to ensure coordination with vice-chancellors of student/academic affairs, university registrars, Office of Student Affairs directors and college secretaries. The referendum officers were tasked to ensure logistical and other support from the administration and smooth conduct of the referendum.

In the absence of student councils in some UP units such as the UP Manila Baler, Aurora and UP Open University, the OSR requested the vice-chancellor/dean and directors/college secretaries to facilitate the conduct of the referendum.

Considering the systemwide scope of the CRSRS referendum, the OSR has mobilized 500-750 student volunteers in the UP System to assist and man polling precincts, to canvass votes, to encourage students to participate in this initiative and to do other related tasks. College secretaries, directors of student affairs or their respective representatives served as witnesses to the decentralized canvassing of votes. Furthermore, they and student referendum officers were furnished with copies of the official tally sheets and results of the referendum.

During CRSRS referendum, the OSR and its respective student referendum officers initiated daily quick count of votes cast and daily assessment to address concerns and issues related to the conduct of the referendum. Lack of logistical, administrative and financial support in some UP units were problems encountered. The OSR, its designated student referendum officers and concerned UP officials resolved these concerns immediately.

The OSR would like to acknowledge and sincerely thank the UP Administration through President Emerlinda Roman, Chancellors and former Student Regents for extending financial assistance. The financial assistance was exclusively allotted for the printing expenses of official ballots, tally sheets, posters.

This historic student initiative would not have been a success without the commitment, collective effort, unselfish and voluntary service and assistance of students, college secretaries, faculty members and administrative staff. The overwhelming affirmative votes now give way to the selection of the next Student Regent. Once again, UP students made history in the University.

With the successful UP Systemwide CRSRS referendum, I would like to humbly request permission from the UP Board of Regents to proceed with the selection of the next Student Regent in accordance with approved Codified rules for Student Regent Selection (CRSRS).

Student councils in all UP units are expected to conduct massive information drive and assemblies in college and unit levels for the nomination of next Student Regent. We will convene the General Assembly of UP Student Councils (GASC) for the UP Systemwide Student Regent Selection on April 13-14, 2009 at the University of the Philippines Visayas, Miag-ao Campus. The next Student Regent shall serve for one (1) term from May 2009 to May 2010.

The OSR will forever be grateful to those who have rendered their service, extended assistance and resources.

It has been a pleasure and a humbling experience to be part of this great institution and to be given the chance to serve the students and the University.

Thank you very much.

Sincerely,

(SGD) SHAHANA E. ABDULWAHID
Student Regent

The Board commended Student Regent Abdulwahid for her efforts in putting in place the mechanism for selecting the Student Regent under the new UP Charter.

Update on the U.P. Mindanao by Chancellor Gilda C. Rivero

At the start of her report, Chancellor Rivero showed the Board of Regents through a powerpoint presentation recent improvements in the physical development of the Campus. These include, among others, the painting, repainting and waterproofing of the

Administration Building, the tiling of the Atrium of the Administration Building.

Chancellor Rivero highlighted the following in her presentation:

- The core competencies established given the following degree programs offered: BS Agribusiness Economics; BS Biology; BS Food Technology; BS Applied Mathematics; BS Computer Sciences; BS Architecture; BA Anthropology; BA English; BA Communication Arts.
- Student population include poor but deserving members of Muslim and other indigenous communities.
- Over 1000 graduates produced, employed in various sectors, and contributing to the development of Mindanao.
- UP Mindanao has been declared by CHED as Center of Development in Information Technology Education for CY 2007-2010.
- A Summer Academic Assessment Workshop was conducted in May 2008 to evaluate and improve existing academic offerings.
- UP Mindanao is the CHED Zonal Research Center for Region XI.
- Three themes in convergence: Biodiversity/Biotechnology; Agribusiness/Economics; Mindanao Arts and Culture.
- Faculty Members continue to reap prestigious regional as well as national awards for their research endeavors.
- There is the DOST/PCASTRD-UP Mindanao Biotech Program which focuses on indigenous species and with a DOST P23 M grant and with additional support of P3.5 M from the UP Emerging Fields in Science and Technology.
- UP Mindanao is the Regional Coordinator for Southeast Asia of the Regoverning Markets Programme.
- The Campus hosted the "International Conference on Improving the Performance of Supply Chains in the Transitional Economies," on July 8-12, 2008.
- International initiatives composed of academic and development institutions which find ways to link smallholder producers with modern markets.
- Initiatives on research dissemination include publication of Banwa Natural Science which recently featured Wildlife Conservation Society of the Philippines articles in its 2006 and 2007 conferences.
- UP Mindanao has forged ties with local stakeholders which resulted to among others, scholarship grants for students residing in Davao City's 1st District thru the Nograles Scholarship; convening of the Inter-Agency Committee for Informal Settlers to map out the relocation of informal settlers in the Campus; active participation in activities of the Regional Development Council in Region XI; lobbying for budget for UP Mindanao's development plans, with the assistance of UP alumni Mr. Sebastian Angliongto and Mr. John Gaisano, UPAA Davao, Inc. and UPMFI.
- Future plans include: human resources development to include lobbying for additional faculty, staff and REPS items; infrastructure development to include construction of the School of Management Building; construction of student dormitory; concreting and landscaping of the University Avenue, Mindanao Loop and the Oblation Plaza; construction of the Main Library Building, the Biotech Facility for Indigenous Food Resources and Species, the College of Humanities and Social Science Building, the Center for the Advancement of Research in Mindanao, Museum of National History, the Center for Continuing Education, the UP Mindanao Eco-Habitat.

- Chancellor Rivero projects that UP Mindanao will develop into a Green University Town. The Campus' young development phase puts it in an advantageous position to incorporate green technology into all its infrastructure projects.

The Board commended the Chancellor for the good job she has been doing in UP Mindanao.

One concern raised is the "abortion" road. Regent Davide suggested that the rehabilitation of this road be prioritized.

Chancellor Rivero informed the Board that Congressman Ungab committed P5 M for the rehabilitation of the "abortion" road. This is going to be done, she said, through the DPWH. They are just waiting for the mechanism to get in place.

President Roman instructed Chancellor Rivero to cost out the improvement of the road going to the College of Science. She suggested that this be prioritized including the drainage system. The area gets flooded because of the poor drainage system.

Chancellor Rivero thanked the Board of the Regents, the President and the System Administration for all the support they are giving to UP Mindanao.

ACADEMIC MATTERS FOR INFORMATION

Change in the Schedule of the UP Manila Enrolment for Summer 2009 from April 6 and 7, 2009 to April 7 and 13, 2009

This change was requested in view of Malacañang Proclamation 1699 which moves Araw ng Kagitingan from April 9 to April 6. All other dates will remain the same for the Summer schedule.

The President has approved this change by virtue of the authority given her by the Board of Regents.

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.

1. UP Diliman
2. UP Manila
3. UP Los Baños
4. UP Mindanao

Judicial Cases Involving Informal Settlers

At its 1240th meeting held on 28 January 2009, the Board took note of the Summary of Judgments versus Informal Settlers in UP Los Baños, UP Mindanao, and UP Visayas.

On 13 February 2009, the Chancellor of UP Diliman submitted the list of cases involving informal settlers within the Diliman Campus.



DEEDS OF DONATION

UP Diliman

Deed of Donation between the University of the Philippines (Donee) and the Automobile Association Philippines (Donor)

Donation: Various items for the establishment and implementation of the UP Model Traffic Zone Project

- 200 sets - Various Traffic Regulatory Signs
- 75 sets - Street Name Signs
- 1 lot - Pavement Markings
- 21 sets - Information Signs
- 12 sets - Bikeway Signs
- 100 pcs. - Raincoats
- 100 pcs. - Bullcaps (with Centennial Logo)
- 69 pcs. - Baton
- 30 pcs. - Whistles
- 70 pcs. - Flashlights
- 10 units - Bicycles
- 10 pcs. - Bike Helmets
- 17 pcs. - Vests
- 10 units - 2-way Radios

Particulars:

For and in consideration of the invaluable cooperation, effective coordination, initiatives, assistance and accommodation accorded by the Donee to the Donor in the establishment and implementation of the UP Model Traffic Zone Project., the Donor hereby voluntarily GIVES, TRANSFERS and CONVEYS by way of donation, unto the DONEE (University of the Philippines-Diliman) the above-mentioned items for use in the UP Model Traffic Zone Project.

Date notarized: 23 January 2009

Deed of Donation between the University of the Philippines (Donee) and the Tourism Foundation, Inc. (Donor)

Donation: Ten (10) units of Astone Enforcer Mini-Nettop PC, each unit with the following components:

- a. Intel Atom 1.6 GHz
- b. Intel BLK945GCLF
- c. Seagate 80GB SATA 7200 RPM
- d. NCP 1GB DDR 667
- e. Astone Enforcer Mini BT casing
- f. 16" LCD Monitor
- g. Astone PS2 keyboard/PS2 mouse

Amount of Donation: P132,400.00

Particulars:

- a. The Donor transfers full ownership of the said items to the Donee without reservation;
- b. The Donor affirms that the donation is not made with the intent to deceive his creditors, and that he has reserved for himself sufficient funds and property; and

- c. The Donee hereby accepts and receives the donation made in his/her favor by the Donor, and hereby manifests his/her gratefulness for the latter's generosity and liberality.

Date signed: 28 November 2008

Deed of Donation between the University of the Philippines Manila Development Foundation, Inc. (Donee) and Mr. FRANCISCO L. JUAN (Donor)

Project: Establishment and Awarding of a Scholarship Grant and Assistance Fund to be known as the "Maria Ledesma-Juan Scholarship Grant and Assistance Fund"

Particulars:

1. The donation shall be used to support the establishment and awarding of a Scholarship Grant and Assistance Fund to be known as the "Maria Ledesma-Juan Scholarship Grant and Assistance Fund" at the College of Pharmacy, University of the Philippines Manila;
2. The Donee shall manage the donation which may be used in awarding the "Maria Ledesma-Juan Scholarship Grant and Assistance Fund" for paying the tuition fee and/or monthly stipend of a financially needy student of the College of Pharmacy to ensure that the same student will graduate and be able to practice pharmacy;
3. The "Maria Ledesma-Juan Scholarship Grant and Assistance Fund" shall be awarded in accordance with the applicable policies and guidelines of the University of the Philippines in effect as of such awarding, not inconsistent with the above-enumerated terms; and
4. The agreement may be amended by mutual written consent of the Donor and the Donee.

UP OPEN UNIVERSITY

Deed of Donation between the University of the Philippines Open University (Donor) and the Municipal Government of Bani, Pangasinan (Donee)

Donation: Various Equipment worth PhP944,452.53

QUANTITY	DESCRIPTION	VALUE
10 units	Desktop computer, Intel Pentium	P293,400.00
1 unit	Notebook, Lenovo, Y410 59012031	51,550.00
1 unit	Notebook, G400	31,000.00
2 units	Handycam DVD DCR-DVD710	61,980.00
2 units	Fax machine, Panasonic KXFT 937	13,880.00
1 unit	Printer, HP Officejet 5610	9,700.00
1 unit	Digital copy printer, Duplo DP-C120	89,000.00
1 set	Sound system	142,820.00
1 unit	LCD Television, 37" Sony Bravia KVL-37U300A	59,800.00
1 unit	Multimedia projector, Acer, P5280	145,000.00
1 unit	Digital Camera Canon Powershot A650is	20,600.00
10 units	MS Office 2007 Standard Academic Ed.	24,405.80
1 pc	Win32 English Disk DIT MVL CD	1,316.73
	TOTAL	P944,452.53

Major Points of the Donation: The equipment subject of the donation were purchased by UPOU using the funds of CHED for the benefit of the Municipality of Bani, Pangasinan, in accordance with its obligations under the MOA with CHED and the LGUs.

Statement from the Chancellor: The Deed 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 Donor and the Donee entered into a Memorandum of Agreement dated 03 January 2008, wherein the Donor was tasked to pilot a project that will help constituents of local government units to access degree or non-degree academic programs of the Donor;
- b. The Project is fully funded by the Commission on Higher Education (CHED) which funding included the costs of the tuition of the Donor and the purchase by the Donor of equipment (i.e., computers, tables, and chairs, etc.) for the testing centers located within the municipality of the Donee;
- c. As agreed upon under the Contract, the Donor shall facilitate the purchase of the equipment through public bidding in accordance with Republic Act No. 9184, and thereafter, the ownership of the same shall be transferred by way of donation to the Donee; and
- d. The Donee accepts the offer of the Donor for the donation of the equipment.

UP FOUNDATION, INC.

Deed of Donation between the University of the Philippines Foundation, Inc. (UPFI) (Donee) and the PetroEnergy Resources Corporation

Project: Establishment of the PetroEnergy Resources Corporation UP Centennial Professorial Chair in Family Life and Child Development, College of Home Economics, UP Diliman

Particulars:

1. The donation shall be used to support the establishment and awarding of a professorial chair to be known as the PetroEnergy Resources Corporation UP Centennial Professorial Chair in Family Life and Child Development at the College of Home Economics, UP Diliman;
2. The Donee shall manage the donation and only its earnings may be used in awarding the PetroEnergy Resources Corporation Professorial Chair;
3. The PetroEnergy Resources Corporation Professorial Chair shall be awarded in accordance with the applicable policies and guidelines of the University of the Philippines in effect as of such awarding, not inconsistent with the above-enumerated terms; and
4. The agreement may be amended by mutual consent of the Donor and the Donee.

Date notarized: 2 February 2009

DONATIONS REMITTED TO U.P. FOUNDATION, INC.

DONOR	AMOUNT (US DOLLAR)	AMOUNT (PESOS)	PURPOSE/BENEFICIARY
Optimum Health Care Outsourcing & Solutions, Inc.	500		UP Varsity Sports Program
Regent Francis C. Chua		100,000	UP Varsity Sports Program
Ace Electronic Tech Inc. (Alexan Comm'l)		50,000	UP Varsity Sports Program
Mr. Wilfredo D. Keng		50,000	UP Varsity Sports Program
Mr. Pacifico R. Gonzales, Jr.		30,000	UP Varsity Sports Program
Mr. Sergio Isada, Jr.		10,000	UP Varsity Sports Program
Mr. Jose Gil		5,000	UP Varsity Sports Program
Ms. Betsy del Rosario		5,000	UP Varsity Sports Program
Mr. Emmanuel Jingco		5,000	UP Varsity Sports Program
Ms. Ma. Lourdes S. Nery-Cura		5,000	UP Varsity Sports Program
Ms. Josephine Joy Reyes		5,000	UP Varsity Sports Program
Ms. Leila Marie C. Ner		5,000	UP Varsity Sports Program
Mr. Jerry Co Bautista		5,000	UP Varsity Sports Program
Mr. Abel Z. Silva III and Mrs. Mary Grace L. Silva		5,000	UP Varsity Sports Program
Dr. Hayden Kho		130,000	UP College of Fine Arts
Mrs. Magdalena V. Imperial		5,000	Proposed UP Royal Diamond Jubilarians Educational Fund
Mr. Eric Gutierrez		5,000	Proposed UP Royal Diamond Jubilarians Educational Fund
Kuok Foundation Overseas Limited		10,000,000	UP President Edgardo J. Angara Fellowship Program
Chairman Ephraim Genuino of PAGCOR		10,000,000	UP President Edgardo J. Angara Fellowship Program
Mr. Enrique Razon		5,000,000	UP President Edgardo J. Angara Fellowship Program
Ambassador Philippe J. Lhullier		1,500,000	UP President Edgardo J. Angara Fellowship Program
Mr. Dennis T. Villareal		1,500,000	UP President Edgardo J. Angara Fellowship Program
Liwayway Marketing Corporation		1,000,000	UP President Edgardo J. Angara Fellowship Program
Mr. D.M. Wenceslao		500,000	UP President Edgardo J. Angara Fellowship Program
Philippine Farmers Bank		500,000	UP President Edgardo J. Angara Fellowship Program
Ambassador Francis Chua		200,000	UP President Edgardo J. Angara Fellowship Program
Development Bank of the Philippines		100,000	UP President Edgardo J. Angara Fellowship Program
Mr. Jose Mari Chan		100,000	UP President Edgardo J. Angara Fellowship Program
U.P. Inter College Class '58 Foundation, Inc.		300,000	Proposed U.P. Centennial Professorial Chair
Prof. Armando and Rosalinda San Mateo		2,000	UP Centennial Fund
Mr. Meinrado S. Dalisay		40,000	Proposed BSBA (Acctg) Class 1968 UP Centennial Professorial Chair
Ms. Alexis Mationg-Bartolome	600		Proposed BSBA (Acctg) Class 1968 UP Centennial Professorial Chair
Ms. Elisa Loreto-Virgo	600		Proposed BSBA (Acctg) Class 1968 UP Centennial Professorial Chair
Ms. Elma G. Pagtalunan-Bello	500		Proposed BSBA (Acctg) Class 1968 UP Centennial Professorial Chair
Ms. Lilia Trocino Albano	500		Proposed BSBA (Acctg) Class 1968 UP Centennial Professorial Chair
Ms. Thelma G. Trinidad	200		Proposed BSBA (Acctg) Class 1968 UP Centennial Professorial Chair

(continued on next page)

DONOR	AMOUNT (US DOLLAR)	AMOUNT (PESOS)	PURPOSE/BENEFICIARY
Ms. Ma. Cristina Tan	200		Proposed BSBA (Acctg) Class 1968 UP Centennial Professorial Chair
Mr. Rogelio F. Santiago	100		Proposed BSBA (Acctg) Class 1968 UP Centennial Professorial Chair
Mr. Ulysses Alviar	1,350		UP Rural High School for the Science Laboratory Improvement Fund, UPLB
Ms. Judy Mendoza	300		UP Rural High School for the Science Laboratory Improvement Fund, UPLB
Ms. Hannah Celino	250		UP Rural High School for the Science Laboratory Improvement Fund, UPLB
Mr. Roderick Ladiness	180		UP Rural High School for the Science Laboratory Improvement Fund, UPLB
Mr. Ivy Quimio	150		UP Rural High School for the Science Laboratory Improvement Fund, UPLB
Ms. Gilda Fernandez	100		UP Rural High School for the Science Laboratory Improvement Fund, UPLB
Ms. Pearl Samson-Madamba	100		UP Rural High School for the Science Laboratory Improvement Fund, UPLB
Ms. Eileen Banaticla-Melnick	50		UP Rural High School for the Science Laboratory Improvement Fund, UPLB
Ms. Bensilyn Ona-Lansigan	20		UP Rural High School for the Science Laboratory Improvement Fund, UPLB
Dr. Belinda A. Aquino	10,500		UP College of Nursing Memorial Room for Teresa Ancheta Aquino
Dr. Belinda A. Aquino	4,000		UP Manila Foundation Perla Santos Ocampo Book Project
Dr. Romeo M. Flores	6,100		Dr. Romeo M. Flores and Family Scholarship
Mr. and Mrs MacArthur Delos Reyes	5,600		Math Department Teacher's Award College of Education – Teacher's Award and Aurora Agnes Delos Reyes-Madamba Special Education Classroom, UPD
Mr. Virgilio R. Tandoc	2,000		Computer Software and Small Laboratory Equipment at the College of Engineering, UP Diliman
Ms. Victoria de Santos	1,120		College of Fine Arts Scholarship at the College of Fine Arts, UP Diliman
Prof. Kelvin Rodolfo	1,000		National Institute of Geological Science, UP Diliman
UPAA Greater Chicago	8,000		UP College of Education Adopt-a-Classroom Project
UPAA Greater Chicago	4,000		UPIS Health and Physical Educational Program

CONTRACTS/AGREEMENTS

Particulars:

UP DILIMAN

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

Project: Proposed Completion of Re-Roofing Works, Engineering Library and Computer Science Building

Amount of the Contract: P308,037.09

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

The Contractor shall:

- Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the Project, 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;
- 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:

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 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.

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: 2 February 2009

Contract for Security Services between the University of the Philippines and Glocke Security System, Inc.

Services: Security Service for the North Sector of UP Diliman Campus

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

Amount of Contract: PhP33,235,521.66

Mode of Procurement: The University conducted public bidding on 22 May 2008 in accordance with Republic Act No. 9184. The Technical Working Group (TWG) for security services had conducted its post-qualification of the lowest bidder and verified several concerns. The Notice of Award dated 11 September 2008 was served to Glocke Security Systems, Inc.

Particulars:

The Agency shall:

- a. Provide security services for the North Sector, UP Diliman, subject to certain conditions; and
- b. Open an escrow account, subject to the terms and conditions of the Escrow Agreement.

The University shall:

- a. Pay the agency based on actual deployment of guards or actual security service rendered.

Effectivity: 7:00 a.m. of 1 November 2008
to 7:00 a.m. of 1 November 2009

Date signed: 21 January 2009-02-09

UP MANILA

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

Project: Proposed Exterior Repainting of Rizal Hall and Gusaling Andres Bonaifacio, College of Arts and Sciences, UP Manila

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

Amount of Contract: PhP 1,368,606.25

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.

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 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.

Completion Date: One Hundred Twenty (120) calendar days reckoned from the date of receipt of the Notice to Proceed

Date signed: 20 January 2009

UP OPEN UNIVERSITY

General Construction Agreement between the University of the Philippines Open University and the E.B.A. Construction

Project: Construction of the Centennial Center for Digital Learning Building

Amount of Contract: PhP12,948,141.12

Mode of Procurement: Public Bidding

Particulars:

- a. Under the Contract, the Contractor shall supply and provide all labor, materials, tools and equipment, including power and water, transportation and other facilities, services, and all related works for the project, in accordance with the issued plans, drawings, schedule, technical specifications, and their 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 law and the provisions of the agreement.

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

Effectivity: The contractor shall perform and complete the project to the satisfaction of the University within six (6) months reckoned from the date of receipt of the Notice to Proceed

Date notarized: 21 January 2009

General Construction Agreement between the University of the Philippines Open University and the AZULREM Construction and Engineering Services

Project: Construction of the Centennial Plaza

Amount of Contract: PhP353,053.83

Mode of Procurement: Public Bidding

Particulars:

- a. Under the Contract, the Contractor shall supply and provide all labor, materials, tools and equipment, including power and water, transportation and other facilities, services, and all related works for the project, in accordance with the issued plans, drawings, schedule, technical specifications, and their 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 law and the provisions of the agreement.

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

Effectivity: The contractor shall perform and complete the project to the satisfaction of the University within forty-five (45) calendar days reckoned from the date of receipt of the Notice to Proceed

Date notarized: 11 December 2008

Service Maintenance Agreement between the University of the Philippines Open University (UPOU) and the MVP Mechanical and Electrical Supplies and Services

Project: Maintenance Services for Sixty-Six (66) Airconditioning Units installed at the UPOU Headquarters Building at UPLB and Learning Center in UP Manila and other offices in UP Diliman

Amount of the Contract: P250.00 per unit once every three (3) months (quarterly service)

Mode of Procurement: Negotiated Procurement

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.

Period of Contract: Effective 01 December 2008 until 31 November 2009

Date notarized: 16 December 2008

1242ND MEETING, 26 MARCH 2009

MATTERS ARISING FROM THE 1241ST MEETING
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 P5,000.00 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	
	1,952		P6,120,000.00

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 it 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

- 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.
- 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.
- 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

- 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.
- 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.
- 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; and
 - 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 the 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 gas generating energy which can be used for a 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 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 (IRR) 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.



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 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 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.

N.B. In addition to the points he already raised in a previous meeting of the Board, Regent Sarmiento pointed out that those who signed the aforementioned contract may be liable for violation of the Anti-Graft and Corrupt Practices Act. He also called the attention of the Board that Atty. Cruz is about to retire from the University. Thus, it may no longer be prudent to give him the lease.

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 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:

- a. 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;
- b. To determine the revenue implications of the bracketing options considered; and
- c. 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	500,000 - 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 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.

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

$$\text{-----}$$

$$24 \times 16$$

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

Per final examination 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	Proposed Rate	Difference
			NBC 458 Nov 1997 Rate Per Lecture Hour	NBC 516 June 2008 Rate Per Lecture Hour	(Proposed - Current Rate) 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	Professor 2	26-5	448	627	179
Prof L 3	Professor 5	27-6	478	668	190
Prof L 4	Professor 8	28-7	509	712	203
Prof L 5	Professor 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 P500.00 to the P2,000.00 granted by the National Government as Productivity Incentive Bonus to government employees who have rendered at least satisfactory service during the preceding year. Thus, qualified UP personnel receive a PIB of P2,500.00 each sourced from the following:

- General Fund - P2,000.00 (was authorized by DBM & included in the March 2009 release)
- Revolving Fund - P500.00 (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 U.P. 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
TOTAL	P48,606,520.55

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.

N.B. Faculty Regent Taguiwalo pointed out that while faculty research/incentive grants are covered by the reprogrammed fund, there is no reference to other UP Diliman personnel. She wants this communicated to the UP Diliman officials. (This was conveyed to Chancellor Cao during the Executive Staff Meeting held on 31 March 2009.)

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 P20 M 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. Thereafter 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 P20 M 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 an 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
I. UNDERGRADUATE									
Pres'l Scholarship	164	220	P1,300	P2,000	Except Student Fund	P1,000	P2,000		
UP Gov't Scholarship	80		P1,300	P2,000	Except Student Fund	P1,000	P2,000		
Pres'l Leadership Grant	8	10	P1,300	P2,000	Except Student Fund	P1,000	P2,000		
Pres'l 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		
Sub-Total	305	283							
II. GRADUATE									
Pres'l Scholarship - Master's	80	30	P1,600	P2,500	Except Student Fund	P2,000	P3,000	P3,000	P 5,000
Pres'l 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
Pres'l Leadership - Master's	6	3	P1,600	P2,500	Except Student Fund	P2,000	P3,000	P3,000	P 5,000
Sub-Total	134	56							
TOTAL	439	339							

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 had 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 UP 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 UP 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 UP 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 UP Mindanao now pay lower fees than new undergraduate students who entered UP 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. 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 UP 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 (UPDEPO) 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: The proposed increase was 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 Taguivwalo raised her objection to the proposals of the U.P. Diliman College of Home Economics, School of Statistics, U.P. Diliman Extension Program in Pampanga and U.P. 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 Taguivwalo 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, U.P. 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 favour, 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

1. Institution of Laboratory Fees

Course Number Title & Description	No. of Units	Proposed Laboratory 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 Laboratory 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
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

Course Number Title & Description	No. of Units	Proposed Laboratory Fee
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
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

2. Increase of laboratory fees

COURSE	PROPOSED INCREASE	
	FROM	TO
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 inexistent. 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 LABORATORY 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
ME 192	Industrial Electrical & Electronic Equipment	3u (2h lec, 3 lab)	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 meant to defray the current cost of consumables, and the rest 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. However, 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

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. Ameurфина 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

U.P. 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.

MEMORANDA/ ACADEMIC AGREEMENTS

The Board CONFIRMED the following:

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

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. Deocaris (Awardee)

Project: Balik Scientist Program Short-Term Awardee

Particulars:

The DOST shall:

- a. Provide the Awardee the following incentives applicable to him as Balik Scientist Program (BSP) Short-Term Awardee:
 1. 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
 2. Daily subsistence allowance (DSA) amounting to US\$150/day for 78 days to be paid in Philippine currency.
- b. Monitor and evaluate the activities of the Awardee to ensure the successful implementation of his Terms of Reference;
- c. Coordinate with the Host Institution on the areas/aspects where the expertise of the Awardee can be tapped optimally; and
- d. 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:
 1. Exchange of experts;
 2. Exchange of academic information and materials;
 3. Organization of joint research programs;
 4. Organization of joint conferences;
 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 (IICA-DU)

Project: Exchange Programs

Particulars:

- a. The universities agree to promote the following exchange activities based on their respective academic and educational needs:
 1. Exchange of faculty and scholars (professors, lecturers or researchers)
 2. Exchange of students;
 3. Exchange of academic information and materials;
 4. Organization of joint research programs;
 5. Organization of joint conferences; and
 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.

ACADEMIC MATTERS FOR INFORMATION

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

The President has approved the Academic Calendars of the following units 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 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:

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 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.

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:

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 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.

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:

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 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.

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 Bilding 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:

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 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.

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:

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 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.

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 Philipp'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/ME 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 Building
 - 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 of 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)

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

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.

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 guard 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 or whatever nature, extent or description through assault, trespass, arson, theft, robbery, mischief or other unlawful acts or negligence the said building, the faculty, students, personnel, visitors and properties located therein and all the cars parked in the premises; Provided that the number of security guards may be increased or decreased by mutual agreement of the parties, depending upon the security requirements of the Client; Provided, further, that the Agency shall have a pool of reserve guards to ensure the presence of adequate relievers whenever the need arises;
- b. The Agency shall assign duly-licensed security guards;
- c. The Agency shall be responsible for the supervision and control of its security guards and other personnel assigned to UPOU. The Agency warrants its faithful compliance with its obligations as the employer of such security guards or personnel. The UPOU shall not in any way be held responsible or liable for any claim or damages or injury or death arising from, or suffered by security guards or personnel, or occurring in the course of their performance of their functions. In this regard, the Agency shall maintain and keep the UPOU free and harmless from any liability or charge 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 in National Computer Center at 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 UP 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

SEPARATIONS FROM THE SERVICE

UP DILIMAN

Arellano, Ian Harvey J., Instructor 7, College of Science-Institute of Chemistry, effective 01 January 2009, Resignation

Ladip, Ernesto E., Special Police Lieutenant, UP Diliman Police, effective 01 January 2009, Compulsory Retirement

Liongson, Pilar M., College Librarian V, University Library, effective 01 January 2009, Optional Retirement

Mallari, Florenda D., College Librarian V, University Library, effective 01 January 2009, Optional Retirement

Puriran, Norma M., Draftsman II, National Engineering Center, effective 01 January 2009, Optional Retirement

Rubite, Caesar P., Assistant Professor 2, College of Engineering, effective 01 January 2009, Resignation

Patacsil, Perla C., College Librarian V, University Library, effective 02 January 2009, Compulsory Retirement

Ore, Anicia S., Bookbinder IV, UP System Budget Office, effective 04 January 2009, Compulsory Retirement

Garcia, Jerricha S., Administrative Officer II, Office of the Campus Architect, effective 10 January 2009, Compulsory Retirement

Caingat, Gilda S., Administrative Officer III, UP System Information Office, effective 12 January 2009, Optional Retirement

Sanchez, Julita M., Data Machine Operator III, National College of Public Administration and Governance, effective 14 January 2009, Death

Velasquez, Olivia G., Administrative Officer IV, Campus Maintenance Office, effective 16 January 2009, Optional Retirement

Gutierrez, Naomi A., Human Resources Management Officer III, Human Resources Development Office, effective 19 January 2009, Compulsory Retirement

Camba, Pablito A., Cook II, University Food Service, effective 25 January 2009, Compulsory Retirement

Batac, Robert J., Cashier II, UP Diliman Cashier's Office, effective 01 February 2009, Resignation

Belen, Josefina G., Science Education Specialist V, UP National Institute for Science and Mathematics Education Development, effective 01 February 2009, Compulsory Retirement

Francisco, Arcangel F., Clerk III, College of Social Sciences and Philosophy, effective 01 February 2009, Optional Retirement

Jugo, Clovis P., Driver II, University Health Service, effective 01 February 2009, Resignation

Sy, Jose S., Law Reform Associate II, College of Law, effective 01 February 2009, Resignation

Tabbada, Kristina A., University Research Associate I, College of Science-Natural Sciences Research Institute, effective 01 February 2009, Resignation

Burce, Jose A., Utility Worker II, Campus Maintenance Office, effective 02 February 2009, Optional Retirement

Rivera, Candelaria S., Student Records Evaluator I, National College of Public Administration and Governance, effective 03 February 2009, Optional Retirement

Miranda, Evelyn A., Professor 9, College of Social Sciences and Philosophy, effective 08 February 2009, Compulsory Retirement

Cruz, Michellelene O., Budget Officer V, UP System Budget Office, effective 10 February 2009, Resignation

Salazar, Catalina S., Associate Professor 7, UP Integrated School, effective 13 February 2009, Compulsory Retirement

Benitez, Julia Patricia A., University Research Associate I, College of Science-Natural Sciences Research Institute, effective 16 February 2009, Resignation

Perez, Leonardo S., Supply Officer I, Asian Institute of Tourism, effective 20 February 2009, Compulsory Retirement

Oliva, Marianne D., University Researcher I, College of Engineering, effective 28 February 2009, Resignation

Cruz, Angelita B., Assistant Professor 1, College of Human Kinetics, effective 01 March 2009, Resignation

Dangpalew, Gemma S., Clerk III, College of Home Economics, effective 01 March 2009, Resignation

Guillermo, Rodolfo M., Special Police Lieutenant, UP Diliman Police, effective 01 March 2009, Optional Retirement

Nario, Eduardo P., Audio Visual Equipment Operator I, University Library, effective 01 March 2009, Optional Retirement

Velmonte, Elsa V., Driver I, UP System Information Office, effective 01 March 2009, Resignation

Cal, Primitivo C., Professor 12, School of Urban and Regional Planning, effective 02 March 2009, Compulsory Retirement

Lauzon, Benedicto L., Electrician General Foreman, Campus Maintenance Office, effective 08 March 2009, Compulsory Retirement

Almario, Virgilio S., Professor 12, College of Arts and Letters, effective 09 March 2009, Compulsory Retirement

Alonzo, Mabuhay A., Associate Professor 1, College of Education, effective 09 March 2009, Compulsory Retirement

Mondares, Marietta S., College Librarian II, University Library, effective 15 March 2009, Optional Retirement

Garcia, Susanna M., University Extension Associate I, Human Resources Development Office, effective 16 March 2009, Resignation

Pabellon, Josefina L., Science Education Specialist V, National Institute for Science and Mathematics Education Development, effective 19 March 2009, Compulsory Retirement

Semilla, Jovito M., Utility Worker II, Sentro ng Wikang Filipino, effective 25 March 2009, Compulsory Retirement

Serote, Ernesto M., Professor 3, School of Urban and Regional Planning, effective 25 March 2009, Compulsory Retirement

UP MANILA

Simbillo, Ramona G., Engineer I, Central Administration, effective 01 January 2009, Resignation

De Roma, Aethelfleda A., Instructor 3, College of Allied Medical Professions, effective 30 January 2009, Resignation

Tabao, Alden C., Professorial Lecturer 2, College of Arts and Sciences, effective 01 January 2009, Non-Renewal

Dobles-Dizon, Christine O., Clinical Associate Professor/Attending OB, College of Medicine, effective 08 January 2009, Resignation

Flores, Emilie DG, Professor 12, College of Public Health, effective 20 January 2009, Compulsory Retirement

Asor, Raquel DP, Accountant III, National Institutes of Health, effective 15 March 2009, Resignation

Edrada, Andrian Ian P., Administrative Officer IV, School of Health Sciences, effective 01 January 2009, Expiration of Appointment

Espinosa, Carmelita D., Assistant Professor 5, School of Health Sciences, effective 23 January 2009, Expiration of Appointment

PGH

4th Quarter 2008

Castillo, Teresita R., Medical Specialist III, PT, Philippine General Hospital, effective 03 November 2008, Transferred to UP College of Medicine

Dejecacion, Rex S., Nurse II, Philippine General Hospital, effective 25 December 2008, Resignation

Nogas, Ella Joy L., Medical Officer III, Philippine General Hospital, effective 15 December 2008, Resignation

1st Quarter 2009

Abacan, Mary Ann R., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Abendan, Genevieve Gizelle M., Physical Therapist II, Philippine General Hospital, effective 07 February 2009, Resignation

Abengaña, Jennifer A., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Abutog, Melogina L., Nurse II, Philippine General Hospital, effective 17 March 2009, Resignation

Agcaoili, Maria Socorro L., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Aguil, Emely M., Nursing Attendant II, Philippine General Hospital, effective 02 March 2009, Optional Retirement

Aguirre, Sigrid T., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Agustin, Realinda R., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Alavazo, Abner B., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Alconcel, Nelson R., Occupational Therapist II, Philippine General Hospital, effective 23 March 2009, Resignation

Alcover, Jean D., Medical Officer V, Philippine General Hospital, effective 01 January 2009, Completion of Training

Alejo, Florendo A., Special Police Area Supervisor, Philippine General Hospital, effective 17 March 2009, Compulsory Retirement

Alicando, Jackie Lou R., Pharmacist III, Philippine General Hospital, effective 16 February 2009, Resignation

Almira-Andal, Marie O., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Ang, Victoria Dominique C., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Angeles, Clarita H., Nursing Attendant I, Philippine General Hospital, effective 01 January 2009, Resignation

Arkoncel, Maria Luisa Cecilia R., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Asuncion, Atenogenes Potito R., Nurse II, Philippine General Hospital, effective 06 February 2009, Resignation

Babsa-ay, Jonathan D., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Badando, Hana Q., Medical Officer III, Philippine General Hospital, effective 30 January 2009, Resignation

Balce, Gracia Cielo E., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training

Baldia, Ma. Lueda T., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training

Baliad, Lezel M., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training

Baliday, Jenifel J., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Balite, Virna Liza DC., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Banatao, Jacqueline D., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Barrameda, Liza A., Radiologic Technologist II, Philippine General Hospital, effective 16 March 2009, Resignation

Barrion, Aimee Flor A., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training

Bautista, Ariston Jr. A., Medical Officer III, Philippine General Hospital, effective 08 March 2009, Resignation

Baysa-Pee, Ener U., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Bella, Richard Mark B., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Benignos, Marilou Q., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training

Benitez, Rufily Anne R., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Bermejo, Berith Grace R., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Biboso, Ellen May G., Medical Officer V, Philippine General Hospital, effective 01 January 2009, Completion of Training

Bodo, Mae Christine Agatha Q., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Bugante-Balacuit, Julie C., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Cabrera, Natalie B., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Capino, Ron Arvin B., Administrative Aide III, Philippine General Hospital, effective 01 January 2009, End of Contract

Castro, Carlo Paolo S., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Cham, Terence L., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Chang, Richmond Go Ocao, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Checa, Marlene R., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Chua, Wilma Anthea M., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training

Chua-De la Cruz, Alvigail A., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Clemente, Mary Judith Q., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Comeily Birjandi, Elaje P., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Comia, Rouel Dela Peña, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Coniconde, Domiline L., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training

Coseng, Christine Laurel F., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Cruz, France Marie O., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Cuaderna, Rosario C., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Custodio, Michelle R., Nurse II, Philippine General Hospital, effective 22 March 2009, Resignation

Datiles, Marie Dianne B., Nurse II, Philippine General Hospital, effective 24 January 2009, Resignation

De Belen, Enrico D., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

De Castro, Jaynet C., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

De Castro-Mercado, Jennifer Ann C., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

De Vera, Gloria B., Nurse IV, Philippine General Hospital, effective 21 February 2009, Compulsory Retirement

Declarador, Ivan M., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Dela Torre, Marieliza L., Administrative Aide IV, Philippine General Hospital, effective 05 January 2009, Resignation

Delos Santos, Marc James DC., Medical Officer V, Philippine General Hospital, effective 01 January 2009, Completion of Training

Dimaano, Michael Q., Medical Officer III, Philippine General Hospital, effective 06 March 2009, Resignation

Dionisia, Azucena SM., Nursing Attendant II, Philippine General Hospital, effective 05 January 2009, Compulsory Retirement
Dy, Bernadette Marie Q., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Ealdre, Peter Z., Nurse II, Philippine General Hospital, effective 10 February 2009, Resignation

Estrella, Rico DC., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training

Evangelista, Gabrielle S., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training

Felipe, Anthony F., Medical Officer V, Philippine General Hospital, effective 01 January 2009, Completion of Training

Ferido, Ava Nathalie V., Physical Therapist II, Philippine General Hospital, effective 20 February 2009, Resignation

Ferrer, Arvinell S., Nurse II, Philippine General Hospital, effective 28 February 2009, Resignation

Ferrer, Joseph Raymond B., Medical Officer III, Philippine General Hospital, effective 09 February 2009, Resignation

Florentino, Maria Margarita O., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Francisco, Christina Raissa I., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Francisco, Melinda L., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Fresco, Karen M., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Garcia, Alejandro Jr. L., Medical Officer V, Philippine General Hospital, effective 01 January 2009, Completion of Training

Gaston, Czar Louie L., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training

Godio, Jona Domini P., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training

Gorospe, Maridel O., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Habito, Cicero Matthew R., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Hilario, Michael John T., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Hilvano-Cabungcal, Ana Melissa F., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Ibrahim, Schecherazade C., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Icamina, Mary Karen Veronica R., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Irabon, Ina S., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Jao, Bernard H., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Javier, Angelo Dave C., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Javier, Ronald C., Administrative Assistant II, Philippine General Hospital, effective 16 February 2009, Optional Retirement

Jimena, Genilou Liv M., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Kalim, Sherjan P., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Kho, Kathleen Ann B., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Kho, Philipp Anthony B., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

King, Edward Jr. B., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Lagunzad, Juan Paolo DC., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
Legacion, Anna Liza L., Medical Officer III, Philippine General Hospital, effective 01 January 2009, End of Contract

Leyritana, Katerina T., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Limpingco, Anna Kristina P., Occupational Therapist II, Philippine General Hospital, effective 01 January 2009, Resignation

Limson, Marc Anthony M., Medical Officer V, Philippine General Hospital, effective 01 January 2009, Completion of Training

Lo, Aileen Rose Y., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Resignation

Lubaton, Cheryl Anne P., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Macabecha, Yloven L., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Magno, Jose Donato A., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Malahito, Rowal Rey G., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training

Malgapo, Dennis Malvin H., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Manzano, Jennifer Justice F., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Mariñas, Mark Anthony G., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Martinez, Paul B., Radiologic Technologist II, Philippine General Hospital, effective 16 February 2009, Resignation

Matic, Marwin Emerson V., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training

Mauleon, Vernon Ace T., Nurse II, Philippine General Hospital, effective 16 January 2009, Resignation

Mendoza, Anna Carmela D., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Mijaro, Mark Andrew F., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training

Minel-Estipona, Jorin Anne E., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training

Mojica, Ma. Corazon B., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training

Morales, Rogelio O., Computer Programmer III, Philippine General Hospital, effective 18 February 2009, Resignation

Mori, Erika P., Medical Officer III, Philippine General Hospital, effective 01 February 2009, Resignation

Mostales, Michael L., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Nalumen, Jose Dominador J., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Oco-Panganiban, Maria Michelle Joy P., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Olivo-Foronda, Karen D., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

Ong, Karolyn L., Medical Officer III, Philippine General Hospital, effective 02 March 2009, Resignation

Ong, Perla T., Nursing Attendant I, Philippine General Hospital, effective 02 March 2009, Resignation

Orillos, Joy B., Nurse II, Philippine General Hospital, effective 01 March 2009, Resignation

Orros, Mari Anne Q., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

- Ortiz, Anthony Christopher G.**, Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Ortiz-Quinto, Evelyn U.**, Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Paber, Justin Elfred Lan B.**, Medical Officer V, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Pablo, Maria Philina B.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Pacheco, Marcelo M.**, Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Perdido, Brent James F.**, Pharmacist III, Philippine General Hospital, effective 17 March 2009, Resignation
- Perez, Johanna Violeta S.**, Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Perez-Rifareal, Joan Mae G.**, Medical Officer V, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Prudente, Emmanuel S.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Quilendrin, Maria Isabel O.**, Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Quilendrin, Mary Ruth M.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Quingking, Cherie Grace G.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Quinto, Vincent Andrew M.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Ramirez, Gladys L.**, Laboratory Aide II, Philippine General Hospital, effective 01 January 2009, Resignation
- Resurreccion, Julie M.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Resurreccion, Derek C.**, Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Reyes-Habito, Claire Marie T.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Ricaplaza, Marichelle R.**, Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Rivera, Michael M.**, Medical Officer III, Philippine General Hospital, effective 01 January 2009, End of Contract
- Rivera-Nuez, Michele P.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Rodriguez, Maria Lorena Corazon V.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Rodriguez-Chan, Maria Joanna M.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Roldan, Rodante A.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Ronque, Charissa T.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Sahagun, Rojannah T.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Salmorin, Florence C.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Salvador, Patricia D.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- San Pedro, Paulo SD.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Sanchez, Aaron Demetri L.**, Medical Officer III, Philippine General Hospital, effective 01 January 2009, Resignation
- Sangalang, Leoncio S.**, Administrative Aide VI, Philippine General Hospital, effective 13 January 2009, Optional Retirement
- Santiago, Sharlene G.**, Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Santiago-Tripon, Edhel C.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Sarmiento, Wendy C.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Say, Emil Anthony T.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Sayo, Joseph Mauro B.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Sebastian, Omar Carlo T.**, Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Segura, Francisco Jr. U.**, Medical Officer III, Philippine General Hospital, effective 15 January 2009, Resignation
- Senen, Jerome V.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Sobritchea, Anna Katrina I.**, Medical Officer V, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Sunga, Michael B.**, Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Sunio, Claire B.**, Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Sy, Arlene Jane Y.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Talabucon, Loreto Jr. P.**, Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Tan, Kathleen Nicole L.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Tandog, Bienvenida S.**, Administrative Officer V, Philippine General Hospital, effective 01 January 2009, Optional Retirement
- Tayag, Sherwin T.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Tejero, Pat Rowena Namnama S.**, Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Tiongson-Lopez, Leslie Colleen A.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Torralba, Jade Marie M.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Tripon, Jaime Rafael H.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Tudio, Tosca Rose A.**, Nurse II, Philippine General Hospital, effective 20 February 2009, Resignation
- Tuscano, Charontie P.**, Nurse III, Philippine General Hospital, effective 12 March 2009, Dropped from the Rolls
- Umali, Martha Jane Pauline S.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Uy, Mayan J.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Valdenor, Ma. Czarlota A.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Valencia, Cecille L.**, Nurse II, Philippine General Hospital, effective 10 January 2009, Resignation
- Vallega, Orlando M.**, Medical Technologist II, Philippine General Hospital, effective 06 March 2009, Resignation
- Velasco, Lourn Leah D.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Velasco, Sally Jane G.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Velasquez, Marie Ellaine N.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Viernes, Rosette Q.**, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
- Villaflor, Josephine J.**, Administrative Aide VI (Clerk III), Philippine General Hospital, effective 16 March 2009, Resignation

Villanueva, Maria Elaine DC., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training
Vista, Danilo C., Medical Equipment Technician IV, Philippine General Hospital, effective 01 January 2009, Optional Retirement
Wong, Eileen Hai Huat, Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
Yadao, Deanne Marie M., Pharmacist III, Philippine General Hospital, effective 18 March 2009, Resignation
Yap, Ma. Isidora Margarita M., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training
Yray, Marc Denver S., Medical Officer III, Philippine General Hospital, effective 01 January 2009, Completion of Training
Yu, Eugene Y., Medical Officer IV, Philippine General Hospital, effective 01 January 2009, Completion of Training

UP LOS BAÑOS

4th Quarter 2008

Averion, Ruben B., Agricultural Technician II, College of Agriculture, effective 30 November 2008, Death
Calabig, Mendelson B., Assistant Professor 1, College of Arts and Sciences, effective 01 November 2008, Non-Renewal
Dionila, Trima DC., Instructor 2, College of Engineering and Agro-industrial Technology, effective 01 November 2008, Resignation
Montes, Anna Reylene J., University Extension Specialist I, Office of the Vice Chancellor for Research and Extension, effective 15 December 2008, Transfer to PCC

1st Quarter 2009

Alcachupas, Alfredo E., Administrative Aide III, College of Forestry and Natural Resources, effective 01 January 2009, Optional Retirement
Asuncion, Ruperta R., Associate Professor 2, College of Arts and Sciences, effective 31 March 2009, Mandatory Retirement
Bariuan, Julienne V., Associate Professor I, College of Development Communication, effective 01 January 2009, Resignation
Barrameda, Edgardo B., Security Guard III, Office of the Vice Chancellor for Community Affairs, effective 27 January 2009, Death
Billena, Mylen S., University Researcher I, College of Agriculture, effective 01 January 2009, Resignation
Cabillon, Pedro E., Farm Worker II, College of Agriculture, effective 03 March 2009, Mandatory Retirement
Caldo, Teresita R., Administrative Assistant II, College of Agriculture, effective 16 January 2009, Mandatory Retirement
Cruz, Maria Leah B., University Research Associate II, Office of the Chancellor, effective 09 January 2009, Resignation
Cuevas, Severino E., Associate Professor 6, College of Agriculture, effective 11 February 2009, Mandatory Retirement
De Castro, Ma. Ellenita G., University Research Associate I, Office of the Vice Chancellor for Research and Extension, effective 01 February 2009, Resignation
Dimapilis, Anthony B., Administrative Aide VI, Office of the Vice Chancellor for Instruction, effective 12 February 2009, Optional Retirement
Duran, Celso M., Cook I, Office of the Vice Chancellor for Instruction, effective 29 March 2009, Death
Emlano, Wilfredo E., Administrative Officer II, College of Forestry and Natural Resources, effective 02 January 2009, Optional Retirement
Espinosa, Shirlita A., Assistant Professor 1, College of Arts and Sciences, effective 06 March 2009, Resignation

Flores, Severino M., University Researcher I, College of Agriculture, effective 08 January 2009, Mandatory Retirement
Genil, Renato Q., Laboratory Technician II, College of Arts and Sciences, effective 12 January 2009, Death
Guevara, Ignacio Jr. T., Administrative Officer I, College of Forestry and Natural Resources, effective 07 January 2009, Mandatory Retirement
Landicho, Soledad M., Administrative Assistant V, College of Public Affairs, effective 14 March 2009, Mandatory Retirement
Macasaddu, Edgar N., Draftsman III, Office of the Vice Chancellor for Instruction, effective 16 January 2009, Optional Retirement
Maligaya, Rhea L., Assistant Professor 3, College of Veterinary Medicine, effective 05 January 2009, Optional Retirement
Ortega, Reynaldo C., Administrative Assistant III, College of Agriculture, effective 16 March 2009, Optional Retirement
Polintan, Leonido C., Agricultural Technician II, College of Agriculture, effective 01 January 2009, Optional Retirement
Quimbo, Dina J., University Researcher I, College of Forestry and Natural Resources, effective 01 January 2009, Optional Retirement
Rañola, Fe M., University Extension Specialist IV, College of Forestry and Natural Resources, effective 01 January 2009, Optional Retirement
Recueno, Frances M., Assistant Professor 1, College of Veterinary Medicine, effective 01 March 2009, Resignation
Rosacia, Constanca Z., Assistant Professor 7, College of Public Affairs, effective 18 February 2009, Optional Retirement
Santillan, Rodencio F., Agricultural Technician II, College of Agriculture, effective 04 February 2009, Mandatory Retirement
Sityar, Rolando A., Farm Worker II, College of Agriculture, effective 09 March 2009, Optional Retirement
Tana, Hernane M., Administrative Aide III, College of Agriculture, effective 01 January 2009, Optional Retirement

UP VISAYAS

Cichon, Pilma D., Administrative Assistant II, Library Services, effective 20 January 2009, Retirement
Conejos, Ann Florabel N., Administrative Aide IV, UPV Cebu College, effective 01 January 2009, Expiration of Appointment
Develles, Julie Christie P., Administrative Officer II, Office of Alumni Relations, effective 01 January 2009, Expiration of Appointment
Fullon, Orlando N., Administrative Aide III, Site Development and Reforestation Project, effective 02 February 2009, Retirement
Go, Anathy Rose Q., Administrative Aide IV, UPV Cebu College, effective 04 January 2009, Expiration of Appointment
Lequillo, Silverio Manuel A., Administrative Aide VI, College of Fisheries and Ocean Sciences, effective 01 January 2009, Retirement
Pabelico, Rhemia Lee C., Instructor 2, UPV Tacloban College, effective 11 January 2009, Resignation

UP MINDANAO

Garcia, Abraham Jr. A., University Researcher II, Office of Research, effective 01 March 2009, Resignation

HISTORICAL DOCUMENT

Speech of President Emerlinda R. Roman at the Upsilon National Congress held on 10 January 2009, at the Ang Bahay ng Alumni

Let me start by greeting the members of the Upsilon Sigma Phi Fraternity as they hold their 12th Congress this year. I also wish to congratulate the awardees of the Upsilon Noble and Outstanding Award and the Upsilon Luminary Award for their outstanding achievements.

Regent Gari Tiongco sent me a text message last Monday inquiring if I could join you this morning to give a message. I asked what message I could possibly give – I was really on vacation mode, I was also nursing severe colds and was therefore not really in the mood to give a talk. Gari said perhaps I could explain to the Upsilonians how they can continue to help UP. That was of course the clincher – when a UP President is asked to explain how UP can be helped – it almost becomes a duty for her to do so. I would be remiss if I did not accept the invitation.

For the past three years since I took over this job, my speeches before the alumni have almost always been standard – I dramatize UP's situation, the budget constraints, the low salaries we get, the poor and worn-out facilities – hoping that the audience would take the cue and commit to help.

Today, however, I shall not do that. And for good reasons – first, I think we should give ourselves a break – a brief one though – after all we just finished our centennial celebrations and the numerous fundraising activities which I must describe as extremely successful – thanks to all of you. Second, since we are starting our second century we should talk more about what our next steps should be rather than focus on our financial woes or problems. There is a time for talking about money and funds – but the more urgent issue it seems to me is talking about UP and where it is going. Which brings me to the lecture series which we had during the centennial celebrations. For those who are not aware, let me explain very quickly what the centennial lectures were all about.

Last year, as part of the centennial celebrations, we had a year-long centennial lecture series. In all there were 29 lectures delivered classified into 4 categories, two categories of which focused on UP as an institution. The third category featured scholars and experts who talked about national and global issues and the fourth category featured distinguished individuals – three Nobel Prize winners, a former president of the Philippines and one UP alumnus who is an internationally-known scientist.

The first two categories focused on UP – the lecturers were scholars and intellectuals from UP as well as from other universities, from media, from industry and business, from the Left. No, they did not focus on UP's achievements and successes – instead they focused on UP's failings and shortcomings.

Incidentally, all the lectures have been captured on video and we have both hard and soft copies of the papers delivered.

I want to share with you some passages from the lectures – and my intention is not to start a debate – but to make you aware of the perceptions of people about this institution and what we should probably do about them.

Consider the following, and now I am quoting from the lectures:

"Without intending it, UP became an effective mechanism for the reproduction of a highly unequal society, rather than a source of enduring impulses towards a more just and equitable social order."

"In its bid to defend its autonomy against recurrent attempts to control it, UP spent so much of its time standing up to power, and speaking for the whole nation that it neglected the equally important task of speaking to the people, and engaging them in dialogues that would enrich their understanding of social problems."

"A university has a special relationship to knowledge that permits it to serve as a link between the intelligentsia and the public but UP failed to tap this advantage, believing it has no role in the development of a public culture."

"UP faces the threat of self-referentiality which results from the failure to observe oneself. While UP has always fought for autonomy, this autonomy can lead to an insidious self-referentiality that is crystallized in repetition and routine. Excessive self-referentiality often lies at the core of resistance to change. This condition comes about when an institution like UP takes so much pride in its sheer struggle for autonomy that it begins to mistake this for success itself. This unwarranted belief blinds the institution to the challenges and advances of the world outside its boundaries, and underpins its refusal to submit its operations to the scrutiny and judgment of others."

"There is always difficulty in bringing together our role in becoming research universities on the one hand and engaging poverty on the other."

"If UP has accurately claimed that during the past 62 years, after we left the US umbrella, UP graduates have occupied the presidential chair for 46 years, then why are we in such a mess?"

"Let us make it our business not only to produce professionals who can compete with their global counterparts but Filipinos who are aware of their rich history and culture, who are proud to be Filipinos and will do all they can to help bring about a brighter future for our country and our people. Let us imbue them with a passion for their country that even as millions seek their fortunes in foreign shores, they will never turn their backs on their country and will always yearn to return."

"It seems that for every hero you graduate, you also graduate a scalawag, for every saint, a devil. However, this should not stop you from fulfilling what I believe is your responsibility of mentoring your students on what is right from wrong and teaching them to love this country."

These are but a few passages I have lifted – I can go on and on but I intend to give only a brief message. But why did I bother to share this with you?


The reason is this: During the first quarter of this year, we plan to hold a grand conference where we will involve the faculty, students and alumni, even friends of UP to talk about where we have failed and what we need to do. Taking off from the lectures we will try to answer questions like "What should we do to build character among our students? How do we nurture a sense of country, of service in them?"

UP is not perfect – it is flawed as all human institutions are. But we console ourselves with the thought that we are aware of our flaws, our shortcomings and the next brave step is to be able to do something about it.

As you can see, our hands remain full of work, of things that need to be done. And once again we ask for your support – this time not so much for money but more ideas on how UP, this institution, the University of the Philippines can best live up to its name first as a university, and second, as a university of the Philippines.

This is a call once again for help and we hope you will again be there to provide the support we need.

Thank you.


EMERLINDA R. ROMAN
President