



# The University of the Philippines

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**Board of Regents**

Hon. Emmanuel Y. Angeles, Chair  
*Chairman, Commission on Higher Education*  
 Hon. Emerlinda R. Roman, Co-Chair  
*President, University of the Philippines*  
 Hon. Manuel "Mar" A. Roxas  
*Chair, Senate Committee on Education, Arts and Culture*  
 Hon. Cynthia Aguilar-Villar  
*Chair, House Committee on Higher and Technical Education*  
 Hon. Alfredo E. Pascual  
*President, UP Alumni Association*  
 Hon. Abraham F. Sarmiento  
 Hon. Nelia T. Gonzalez  
 Hon. Francis C. Chua  
 Hon. Judy M. Taguiwalo  
*Faculty Regent*  
 Hon. Clodualdo Cabrera  
*Staff Regent*  
 Hon. Charisse Bernadine I. Bañez  
*Student Regent*

Dr. Lourdes E. Abadingo  
*Secretary of the University & of the Board of Regents*

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 Dr. Ramon L. Arcadio  
*Chancellor, UP Manila*  
 Dr. Minda J. Formacion  
*Chancellor, UP Visayas*  
 Dr. Grace J. Alfonso  
*Chancellor, UP Open University*  
 Dr. Gilda C. Rivero  
*Chancellor, UP Mindanao*  
 Dr. Priscilla Supnet-Macansantos  
*Chancellor, UP Baguio*

## ADMINISTRATIVE ISSUANCES

### ADMINISTRATIVE ORDERS

#### Administrative Order No. PERR 09-082: Rice Subsidy/Allowance

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

The Board of Regents, at its 1249th meeting on 25 September 2009, approved the grant of the third rice subsidy/allowance for 2009 equivalent to One Thousand Five Hundred Pesos (P1,500) to be given to administrative personnel covered by the Collective Negotiation Agreement (CNA) between the University and the All-UP Workers Union (AUPWU) and to the faculty and REPS covered by the CNA between the University and the All-UP Academic Employees Union (AUPAEU).

In the spirit of equity, the Board of Regents also approved that the same rice subsidy/allowance of P1,500 be given to the faculty, REPS and administrative personnel not covered by the CNAs between the University and the Administrative and Academic Unions.

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

05 October 2009

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

#### Administrative Order No. PERR 09-084: Constitution of an Ad Hoc Committee Composed of Accredited Constructors Performance Evaluators (CPEs) to Assess Several Infrastructure Projects of UP Baguio

To: **Arch. Napoleon M. Ibañez**  
Office of the Campus Architect  
UP Diliman

**Engr. Philip P. Almeda**  
Office of the Campus Architect  
UP Diliman

**Engr. Isabelo O. Abing**  
Engineering Consultant  
UP Baguio

Pursuant to Administrative Order No. PERR 09-031, please constitute yourselves into an ad hoc committee composed of accredited Constructors Performance Evaluators (CPEs) to assess current infrastructure projects of UP Baguio, with Arch. Napoleon M. Ibañez as Chair.

All travel expenses and honoraria of the assigned evaluators from UP Diliman shall be shouldered by UP Diliman. Accommodation and food expenses shall be charged to UP Baguio.

The Committee including the support staff shall be entitled to honoraria for ad hoc committees (level 1).

12 October 2009

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

#### Administrative Order No. PERR 09-86: Instituting a Search Process for the Chancellors of UP Mindanao and UP Open University and Constituting Search Committees Therefor

To: All University Constitutents

##### I. Background/Purpose

The term of office of Chancellors of the above-mentioned constituent universities will end on 28 February 2010.

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

##### II. Timetable for the Search Process

- |   |  |
|---|--|
| 1. Call for Nominations to the Search Committee                   | -Monday, 09 November to Friday, 13 November      |
| 2. Constitution of Search Committee                               | -Monday, 16 November to Wednesday, 18 November   |
| 3. Search Process   | -Thursday, 19 November to Friday, 8 January 2010 |
| 4. Submission of Report of the Search Committee to the President  | -Wednesday, 13 January 2010                      |
| 5. Meeting of the Board of Regents to choose the Next Chancellors | -Thursday, 28 January 2010                       |

##### 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.

Accordingly, a Search Committee is hereby constituted subject to the following guidelines:

- 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 Friday, 13 November 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, 18 November 2009.

#### IV. NOMINATION PROCESS FOR THE CHANCELLORSHIP

##### A. *Who may be nominated to 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 to the qualifications specified in IV-A), and bearing the printed name(s) and signature(s) of the nominator(s); and
  - 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 WEDNESDAY, 3 DECEMBER 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 two (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 number 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 WEDNESDAY, 13 JANUARY 2010, THE SEARCH COMMITTEE SHALL SUBMIT TO THE PRESIDENT A FULL REPORT OF THE SEARCH PROCESS INCLUDING THE FINAL LIST OF NOMINEES, ASSESSING THEIR STRENGTHS AND WEAKNESSES.

##### E. *Appointment*

The President submits the Search Committee Report with her endorsement to the Board of Regents at the latter's meeting on Thursday, 28 January 2010.

20 October 2009

(Sgd.) EMERLINDA R. ROMAN  
President

#### **Administrative Order No. PERR 09-092: Constitution of the Special Bids and Awards Committee for the Lease of the UP Property Located at Brgy. Cupang, Muntinlupa City**

To: Dr. Arlene A. Samaniego, Vice President for Administration  
Prof. Ariel S. Betan, Assistant Vice President for Administration  
Prof. Ruperto P. Alonzo, School of Economics  
Prof. Rafael A. Rodriguez, College of Business Administration Representative, Office of Legal Services Representative, COA  
Prof. Armin B. Sarthou Jr., Vice President for Development  
As Resource Person

Please constitute yourselves into a Special Bids and Awards Committee (SBAC) for the lease of the UP property located at Brgy. Cupang, Muntinlupa City, with Vice President Arlene A. Samaniego as Chair and Assistant Vice President Ariel S. Betan as Vice Chair.

The Board of Regents, at its 1251st meeting on 23 November 2009, approved the terms of reference on the pre-qualification and bidding for the lease of the Muntinlupa property.

The SBAC shall administer the bidding process and recommend an award for the lease of the Muntinlupa property, in accordance with UP policy, government regulations, and all applicable laws.

The SBAC may secure other resource persons and support personnel as required.

The committee members, resource person, secretariat and support staff shall be granted honoraria consistent with the rates for ad hoc committees (level 2).

26 November 2009

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

**MEMORANDA**

**Memorandum No. PERR 09-031: Fund Campaign Report as of 30 September 2009**

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

Attn: CU Database Administrators,  
UP Centennial Fund Campaign

1. The following table is self-explanatory

**STATUS OF SUBMISSIONS TO DONATIONS DATABASE**

Constituent University	Updated as of
UP Diliman	30 June 2009
UP Los Baños	31 December 2008
UP Manila	30 June 2009
UP Visayas	31 December 2008
UP Open University	30 June 2009
UP Mindanao	30 June 2009
UP Baguio	31 December 2008*
UP System Adm. (UPSA)	30 June 2009

- Please send your end-September updates not later than 31 October 2009.
- Please be reminded that starting January 2009, CUs were to submit new donations and corrections of errors in existing entries only, not the entire database.
- Enclosed is a CD of your latest database edited by the O.P. [Office of the President] staff using the revised template. To avoid confusion, please discard or archive your old database. The Office of the President will send you a copy of your updated database at the end of every quarter until we get to the steady state.
- We are again enclosing our proposed *Single Donation Report Form* which you may wish to distribute to your units for their use when reporting occasional donations. CUs' reports to the Office of the President should be in the 19-column table earlier prescribed. Once again, kindly remind your staff to course all submissions through the Chancellor.
- Also enclosed is the summary of donations for the second quarter.

Thank you.

06 October 2009

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

**Memorandum No. PERR 09-032: Guidelines for Implementing the Magna Carta of Women**

To: Dr. Sylvia Estrada-Claudio  
Dean Marvic Leonen  
Dr. Rose Torres-Yu  
Dr. Anthony Cordero  
Faculty Regent Judy Taguiwalo

With Dr. Sylvia Estrada-Claudio as Chairperson, you are hereby constituted into a committee to study and recommend the guidelines to implement in the University of the Philippines the Magna Carta of Women which has recently been passed.

Regent Nelia T. Gonzalez, Vice-President Amelia P. Guevara and I shall serve as resource persons for the Committee.

As Committee members, you shall be entitled to honoraria as prescribed by the Board of Regents. You may also solicit the assistance of staff members who shall likewise be remunerated in accordance with approved rules.

Please submit to my office your requirements for staff assistance so that they may be officially appointed, as well as your proposed timetable to complete your work.

05 October 2009

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

**Memorandum No. PERR 09-033: Search Process for Chancellors of UP Mindanao and UP Open University**

To: Chancellors of UP Mindanao and UP Open University,  
Deans, Directors, Heads of Offices, Heads of Sector  
Organizations and Student Organizations

The terms of office of the incumbent Chancellors of UP Mindanao and the UP Open University will end on 28 February 2010. In connection with this, I am issuing Administrative Order No. 86, INSTITUTING A SEARCH PROCESS FOR THE CHANCELLORS OF UP MINDANAO AND UP OPEN UNIVERSITY AND CONSTITUTING SEARCH COMMITTEES THEREFOR.

Chancellors play crucial and significant roles in their respective constituent universities and the University System as a whole. Their visions, both in words and in deeds, contribute in immeasurable ways towards the accomplishment of the University's goals and aspirations. With this in mind, I enjoin 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. 86 to ensure the widest participation by all concerned in this democratic exercise.

20 October 2009

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



**Memorandum No. PERR 09-034: Guidelines for Implementing the Magna Carta of Women**

To: Dr. Sylvia Estrada-Claudio  
Dean Marvic Leonen  
Dr. Rose Torres-Yu  
Dr. Anthony Cordero  
Dr. Judy M. Taguiwalo

With Dr. Sylvia Estrada-Claudio as Chairperson, you are hereby constituted into a committee to study and recommend the guidelines to implement in the University of the Philippines the Magna Carta of Women which has recently been passed.

Regent Nelia T. Gonzalez, Vice-President Amelia P. Guevara and I shall serve as resource persons for the Committee.

As Committee members, you shall be entitled to honoraria as prescribed by the Board of Regents. You may also solicit the assistance of staff members who shall likewise be remunerated in accordance with approved rules.

Please submit to my office your requirements for staff assistance so that they may be officially appointed, as well as your proposed timetable to complete your work.

This memorandum supersedes Memorandum No. PERR-09-032 dated October 5, 2009. It is being issued to clarify that the participation of Dr. Judy M. Taguiwalo in the committee is by virtue of her being a faculty member of the Department of Women and Development Studies of the College of Social Work and Community Development, and not as Faculty Regent.

04 November 2009

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

**Memorandum No. PERR 09-035: Constitution of the Search Committee for the Chancellor of UP Mindanao**

To: Prof. Ricardo M. de Ungria, Senior Faculty  
Prof. Ruth Gamboa, Senior Faculty  
Prof. Joseph E. Acosta, Junior Faculty  
Mr. Briccio M. Merced, REPS  
Ms. Teresita V. Lagsub, Admin  
Ms. Stella Monette De Castro, Student  
VP Theodore O. Te, President's Representative

With Prof. Ricardo M. de Ungria as Chair, please constitute yourselves into a Search Committee that would assist the President and the Board of Regents in the selection of the next Chancellor of UP Mindanao.

We are sending herewith Memorandum No. PERR 09-33, "Search Process for Chancellors of UP Mindanao and UP Open University," and Administrative Order No. PERR 09-86, "Instituting a Search Process for the Chancellors of UP Mindanao and UP Open University and Constituting Search Committees Therefor," for your guidance.

The deadline for submission of the Search Committee report which must include the final list of all nominees, assessing not only their strengths and weaknesses, but their suitability for the position, given the needs and thrusts of the constituent university, is Wednesday, 13 January 2010.

All expenses of the Committee in the discharge of its task will be borne by the Office of the President. Moreover, the Committee Chair and Members, including the staff shall be entitled to honoraria as set by the Board of Regents.

18 November 2009

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

**Memorandum No. PERR 09-036: Constitution of the Search Committee for the Chancellor of UP Open University**

To: Prof. Marilou G. Nicolas, Senior Faculty  
Prof. Aura C. Matias, Senior Faculty  
Prof. Primo G. Garcia, Junior Faculty  
Ms. Alvie Simonette Q. Alip, REPS  
Ms. Gina P. Roa, Administrative  
VP Armin B. Sarthou, Jr., President's Representative

With Dr. Aura C. Matias as Chair, please constitute yourselves into a Search Committee that would assist the President and the Board of Regents in the selection of the next Chancellor of UP Open University.

We are sending herewith Memorandum No. PERR 09-33, "Search Process for Chancellors of UP Mindanao and UP Open University," and Administrative Order No. PERR 09-86, "Instituting A Search Process for the Chancellors of UP Mindanao and UP Open University and Constituting Search Committees Therefor," for your guidance.

The deadline for the submission of the Search Committee Report which must include the final list of all nominees, assessing not only their strengths and weaknesses, but their suitability for the position, given the needs and thrusts of the constituent university, is Wednesday 13 January 2010.

All expenses of the Committee in the discharge of its task will be borne by the Office of the President. Moreover, the Committee Chair and Members, including the staff shall be entitled to honoraria as set by the Board of Regents.

18 November 2009

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

**Memorandum No. PERR 09-038: New Senior Faculty Representatives to the Search Committee for the Chancellor of UP Mindanao**

To: Virginia P. Obsioma, Senior Faculty  
Antonio R. Obsioma, Senior Faculty

With Prof. Virginia Obsioma as Chair, you are hereby designated as members of the Search Committee that would assist the President and the Board of Regents in the selection of the next Chancellor of UP Mindanao vice Prof. Ricardo M. de Ungria and Prof. Ruth Gamboa who both withdrew from the Committee.

We are sending herewith Memorandum No. PERR 09-33, "Search Process for Chancellors of UP Mindanao and UP Open University," and Administrative Order No. PERR 09-86, "Instituting a Search Process for the Chancellors of UP Mindanao and UP Open University and Constituting Search Committees Therefor," for your guidance.

The deadline for the submission of the Search Committee Report which must include the final list of all nominees, assessing not only their strengths and weaknesses, but their sustainability for the position, given the needs and thrusts of the constituent university, is Wednesday, 13 January 2010.

All expenses of the Committee in the discharge of its task will be borne by the Office of the President. Moreover, the Committee Chair and Members, including the staff shall be entitled to honoraria as set by the Board of Regents.

Thank you.

01 December 2009

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

## DECISIONS OF THE BOARD OF REGENTS

### 1250<sup>TH</sup> MEETING, 21 OCTOBER 2009

#### MATTERS ARISING FROM THE PREVIOUS MEETINGS

#### 1241<sup>ST</sup> MEETING, 7 FEBRUARY 2009

#### On the Faculty Regent's Proposal to Increase the "Sagad" Award for Faculty and REPS

The President gave the following update on the proposal of the Faculty Regent to increase the "Sagad" Award for Faculty and REPS.

"It was reported that the PhP20 Million from the DBM has not yet been released despite repeated efforts by the UP Controllorship and Budget Staff. DBM is reportedly busy with the budget hearings and is unable to attend to UP's request. Former DBM Secretary Emilia Boncodin has confirmed that during the budget hearing season, DBM's efforts are focused on the hearings.

What this means is that UP has not yet implemented the promotion. The Chancellors have indicated that unless the money is released, they cannot determine if they could still afford to increase the amount of the award."

Board action: NOTATION.

#### 1244<sup>TH</sup> (SPECIAL) MEETING, 3 JUNE 2009

#### Motion for Reconsideration of the Board's Decision on the Disciplinary Case Involving Six (6) School of Economics Students

The UP Diliman University Council (UC) held a special meeting (110<sup>th</sup>) on August 17, 2009 to discuss the decision of the Board of Regents (BOR) to deny the UC Resolution withdrawing the degree of six (6) School of Economics students in SDT Case No. 08-001. The UC was provided the Minutes of the 1244<sup>th</sup> BOR meeting on 25 June 2009 where the BOR denied the UC recommendation.

The UC, by a vote of 138 for, 4 against, with 5 abstaining, approved the motion to take specific courses of action with regard to the BOR's action reversing the UC's recommendation pertaining to the said case of the six (6) School of Economics students. As agreed upon, the course of action is this appeal for a reconsideration of the said BOR decision.

Board action: **The Board did not give due course to the Motion for Reconsideration. However, it agreed to discuss in its next meeting the possibility of holding a dialogue with the University Council including the creation of a Committee for this purpose.**

#### 1245<sup>TH</sup> MEETING, 25 JUNE 2009

#### Adoption by the Constituent Universities of A BOR-Approved Grant of Study Privileges for UP Diliman's Non-Earning Dependents of Faculty and Non-Teaching Staff with Temporary Appointment

At its 1246<sup>th</sup> meeting held on 31 July 2009, the Board of Regents approved the proposal of UP Diliman to grant study privileges to the non-earning dependents of faculty members with temporary

appointment. The Board likewise agreed to extend the privileges to the non-earning dependents of the non-teaching staff with temporary appointment.

During the meeting of the President's Advisory Council held on 12 October 2009, the Chancellors of the other CUs agreed to adopt the aforementioned BOR decision.

Board action: APPROVAL.

#### 1246<sup>TH</sup> MEETING, 31 JULY 2009

#### On the Proposal to Adjust UP Lecturers' Rates Based on the 1 July 2009 Government Personnel Salary Adjustments

The President gave the following update on the proposal of the Faculty Regent to adjust UP lecturers' rates based on the 1 July 2009 Government Personnel Salary Adjustment.

"This matter has been discussed by the President's Advisory Council meeting three times, the last discussion of which was on October 12, 2009.

The Chancellors were requested to study the feasibility of increasing the honoraria for lecturers in light of the recently approved salary increase which took effect in July 2009. The Vice Presidents for Administration and for Planning and Finance prepared the basis for estimating the rates, which the Chancellors used to determine the amount needed to effect an increase.

Feedback from the Chancellors are the following:

1. UP Diliman, UP Los Baños, UP Visayas, UP Baguio and UP Open University estimate that they may be able to afford up to 20% increase but are uncertain they could afford increases in the near future. They have also recommended an effectivity date of November 2009, if the increase pushes through.
2. UP Manila reported it could not afford an increase which would amount to about PhP1.5 Million. However, the Chancellor said he would ask his staff to go over the figures again.
3. UP Mindanao cannot afford the increase. As it is the campus is still having problems with the salary increases of those whose salaries are charged to PS Lump Sum.

In the case of UP Diliman, the Chancellor reported that the units are reviewing their need for lecturers. Some units, for example, have indicated that they will first exhaust their budget for overload honoraria before they consider hiring lecturers.

The PAC hopes to finalize its recommendation in next month's meeting."

Board action: Notation.



1248<sup>TH</sup> MEETING, 28 AUGUST 2009**Mosyon para sa Rekonsiderasyon sa Paglalagay ng mga Pribadong Pasilidad tulad ng Laboratory, Pharmacy, at Radiology sa FMAB, UP PGH ni Staff Regent Clodualdo E. Cabrera**

*"Malugod kong inihahain ang aking mosyon para sa rekonsiderasyon sa paglalagay ng mga pribadong pasilidad tulad ng laboratory, pharmacy, at radiology sa FMAB na magdudulot ng malaking disbentahe sa unibersidad, sa ating pamahalaan at mahihirap na mamamayan:*

1. **PAGBABA NG KITA NG SARILING PASILIDAD NG PGH:** *Ang paglalagay ng pribadong laboratory, pharmacy, radiology sa FMAB na nasa loob mismo ng bakuran ng PGH ay maaring magdulot ng pagbaba ng kita ng mga katulad na mga departamentong nasa direktang pangangasiwa ng PGH. Halimbawa, ang ating pharmacy ay kumikita ng halos P25 milyon sa isang taon. Malaki ng di hamak ito sa kontrata ng DMMC sa UPPGH na P1 milyong renta bawat buwan o P12 milyon bawat taon.*
2. **MAS MALAKI NG DI HAMAK ANG KONTRIBUSYON NG SARILING PASILIDAD NG PGH SA INAASAAHANG RENTA MULA DMMC.** *Ang pagbaba ng kita ng pharmacy ay tiyak na magdudulot ng malaking epekto sa sabsidyong P24 milyon o P2 milyon kada buwan sa Revolving Fund o RF ng PGH na nakalaan para pambili ng mga antibiotic ng mga mahihirap nating pasyente. Samantalang kung lalo nating paunlarin ang sarili nating pharmacy ay maaaring hindi lamang P1 Bilyon ang ipapasok nitong kita sa PGH sa loob ng 25 taon kung ikumpara sa sinasabing P815 milyong renta sa loob ng 25 taon mula sa DMMC. Hindi pa kasama sa kwentang ito ang kinikita ng laboratory, na ayon sa mga opisyal ng PGH ay ang numero unong income center ng ospital.*
3. **APEKTADO ANG MGA KONTRAKWAL NA EMPLEYADO NG PGH.** *Kung mababawasan ang kita ng laboratory, radiology lalo na ang pharmacy na marami ang kontraktwal na empleyado sa kasalukuyan, ay maaring magdulot ito ng tanggalan sa hanay ng mga kawani ng Pharmacy.*
4. **NAPAKABABANG RENTA KADA METRO KWADRADO KUNG IKUMPARA SA RENTA NG IBANG MGA OPISINA.** *Kailangan din nating suriin na ang halaga ng ating pagpaparenta ay lubhang napakababa at kung ganoon ay naglalagay sa disbentahe sa atin. Sa aking pagtutuos lumalabas na 249.56/sq.m. lamang ang halaga ng renta ng DMMC. Sobrang napakababa nito kahit isama pa ang gagastusin ng DMMC sa renovasyon ng gusali. Halimbawa, ang renta ng PNB sa Diliman ay P450.00/sq. m. Sa pagtatanong ko sa mga clinic sa labas ng PGH, ang karaniwang renta para sa mga clinic spaces ay nasa pagitan ng P450.00 to P600.00 bawat square meter.*

*Kung mabibigyan ng rekonsiderasyon ang kahilingang ito, iminumungkahi ko na magbuo kaagad ng Regents Committee upang manguna sa pagbabalangkas ng mga mungkahi at plano kung papaano maitatayo ang Faculty Medical Arts Building na paglalagayan ng mga klinika ng*

*ating mga doktor tulad ng mga naitayo na sa maraming pampublikong ospital na hindi nangangailangan pribadong kompanya ang magtatayo at mapapatakbo at hindi maglalagay ng mga pribadong pasilidad (laboratory, pharmacy, radiology) katulad ng planong gawin sa PGH."*

**Board action: DENIAL OF THE MOTION.**

**Proposal of UP Diliman to construct a 768-Bed Dormitory on the Lot on Laurel Corner Apacible Streets, which is Framed by Kalayaan and Ipil Residence Halls on Two Sides and Fronting the Shopping Center and the Catholic Church on the Other Two Sides**

The Board at its 1248<sup>th</sup> meeting held on 28 August 2009, deferred its action on the proposal. The Board requested more details.

UP Diliman requests approval from the Board to construct a 768-bed dormitory on the lot on Laurel corner Apacible Streets, which is framed by Kalayaan and Ipil Residence Halls on two sides and fronting the shopping center and the Catholic Church on the other two sides, in the amount of PhP167,891,648, to be charged to the income from the tuition increase.

The proposal cannot be timelier for Diliman, given that its dormitory capacity has declined to around eleven per cent (11%) only of its student population, mainly due to the wear and tear of the aging dormitories. Even the Centennial Dormitories expected to be donated by PHINMA will be making only a slight dent on the campus' accommodation requirement for students, although said dorms are certainly going to be a welcome relief.

**Board action: APPROVAL.**

1249<sup>TH</sup> MEETING, 25 SEPTEMBER 2009**Update on the Cases Against Former Student Regent Hannah Serana**

In the last BOR meeting, Regent Sarmiento requested the President to direct the Vice President for Legal Affairs to give the Board an update of this particular case.

The Vice President for Legal Affairs submitted the following report on 9 October 2009:

*"Ms. Serana is charged before the Sandiganbayan for estafa for misappropriating P15 Million; she had previously asked that the charge against her be quashed but the same was denied by the Sandiganbayan which action of the Sandiganbayan was affirmed by the Supreme Court in its January 22, 2008 Decision in G.R. No. 162059. The OLS made representations before the Sandiganbayan for a copy of the records but has been told that since UP is not a party to the case, UP could not be given a copy of the same. UP made representations with the Student Regent, the Hon. Charisse Bernadine Banez, for her Office to secure the records considering that the complainant on record is the Office of the Student Regent. In a separate administrative complaint before the SDT of UP Diliman, Ms. Serana was found GUILTY of violating Section 2(m) of the Rules and Regulations on Student Conduct and Discipline and meted the penalty of expulsion; she was also found GUILTY of violating Section 2(f) of the RRSCD and was meted the penalty of one year suspension. No appeal from this Decision appears on record in the files."*

**Board action: NOTATION.**

*N.B.* Regent Bañez informed the Board that the Office of the Vice President for Legal Affairs called up her Office since the Complainant in this case is former Student Regent Kristine Claire Bugayong who is now based in Canada, and the new Student Council Alliance in UP, the Katipunan ng Sangguniang Mag-aaral sa UP. Ms. Bugayong is pleased that this case is being followed up. Regent Bañez said they would discuss how they would pursue this case with the Sandiganbayan.

When asked by the Chair if they are for the prosecution of Ms. Serana, Regent Bañez answered in the affirmative.

### On Military Presence in UP Campuses

Hereunder is a memorandum from the Student Regent dated 8 October 2009, addressed to the Honorable Members of the Board of Regents:

*“Relative to our discussion on the presence of elements of the Armed Forces of the Philippines (AFP) in UP Campuses during the last Board of Regents Meeting held on 25 September 2009 at the UP Baguio Campus, the UP Mindanao University Student Council has brought to the attention of the Office of the Student Regent (OSR) the continuing presence of the 11th Regional Community Defense Group Army Reserve Command Headquarters in the UP Mindanao Campus in Mintal, Tugbok District, Davao City.*

*While the 55th Infantry Battalion of the AFP left the UP Mindanao Campus, the 11th RCDG Army Reserve Command continues to occupy the building supposedly intended for the use of the School of Management. According to the UP Mindanao USC, such building and areas occupied by the 11th RCDG is near the Human Kinetics Center (HKC) where students hold their Physical Education classes and is approximately 400 meters away from the College of Humanities and Social Sciences (CHSS) Building or the Administration Building. Further, the School of Management instead is given about 2 to 3 rooms in the Administration Building for their use aside from the spaces SOM uses in Downtown, Davao City.*

*Relative to the proposal of the Honorable Regent Abraham Sarmiento to direct all UP units to report cases of military presence to the Board of Regents, the OSR formally requests the Office of the President to immediately communicate such to the Chancellors and Student Councils of the UP Constituent Universities and in this particular case, to the Chancellor of UP Mindanao. (This has been communicated to all the Chancellors by the Secretary of the University and of the Board of Regents through a memorandum dated 30 September 2009)*

*It will also do well if the Office of the President could immediately communicate to all Chancellors as regards the standing Memorandum of Agreement signed between UP and the Department of National Defense (1989) and Department of Interior and Local Government (1992) to remind the respective administrations of UP units to take note of and comply with the provisions stipulated in the aforementioned documents.*

*Setting this aside, the undersigned wishes to manifest a particular point the undersigned was not able to express in the last BOR meeting when we discussed this particular case in UP Los Baños where the Laguna Peace and Order Council (LPOC), which the OSA Director of UPLB is a part of, held a meeting where the “on-going education campaigns on the counter-insurgency program of the AFP; assessment on progressive partylist groups (essentially tagging progressive groups as communist fronts); and how it will deploy intelligence agents during the LAKBAYAN activity of which the UPLB USC is a part of, were tackled.*

*In the report of the Special Rapporteur on extrajudicial, summary or arbitrary executions submitted to the United Nations Human Rights Council after his mission to the Philippines and tackled during the UN General Assembly held last 16 April 2008, Philip Alston rendered the recommendation that “the government (GRP) should immediately direct all military officers to cease making public statements linking political or other civil society groups to those engaged in armed insurgencies”.*

*The OSR believes that the University should not, in any way, allow itself to be used as a venue to proliferate the theories and propaganda “of a Military in Denial” of the numerous human rights violation implicated among their ranks as rendered by Philip Alston in his report as such may pose threats to the institutional autonomy and academic freedom of a University which strives to be a citadel of truth and is committed to our continuing quest for resolutions to the true extent of our nation’s problems.”*

President Roman informed the Board that this concern was taken up in the last meeting of the Board held in UP Baguio. The agreement then was to request the Chancellors to submit reports on the presence or absence of the military in their respective campuses. UP Los Baños through its Director for Student Affairs Vivian Gonzales has submitted its report and this is part of the materials distributed to the Regents.

Regent Taguiwalo recalled that the request was for the Chancellor himself to submit the report. It is not only the issue of Dr. Vivian Gonzalez, a Lt. Colonel heading the Office of the Student Affairs, but also other concerns raised by the students.

Regent Bañez said that her memorandum is simply an update of what was reported in the UP Baguio BOR meeting.

The Student Regent pointed out that the letter of Dr. Gonzales does not answer the points she raised. After the Board tackled this issue in the UP Baguio meeting, on 12 October 2009, another black propaganda came out naming 111 students of UPLB as “*Teroristang NPA at Mga Komunista.*” There were also faculty members included in the black propaganda. This is not the first time this has happened. The matter has been conveyed to the OSA Director, but to date no action has been taken by the UPLB Administration.

President Roman informed the Board that the paper alluded to was unsigned. It is therefore not possible for the Chancellor to respond.

Regent Bañez said that all that they are asking is for the UPLB Administration to issue a statement condemning the tagging of students and faculty members as members of the CPP-NPA-NDF and calling them terrorists.

The Student Regent informed the Board that when a similar forum was conducted by the Armed Forces of the Philippines in UP Diliman and there was a similar tagging of legal organizations as fronts of the CPP-NPA-NDF, the Office of the Chancellor issued a statement condemning what happened.

Regent Taguiwalo said that while the paper mentioned by the Student Regent was unsigned, the students requested the Chancellor to help investigate the name tagging. This is not just a matter of black propaganda, according to the Faculty Regent since there is already the report of Philip Alston. Moreover, there are also faculty members tagged as communist sympathizers, including Prof. Teodoro Mendoza, the Vice President of the All UP Academic Union. This may also be related to the extra-judicial killings and cases of abduction in the past, according to the Faculty Regent.

When asked about military presence in UPLB, Chancellor Velasco, who was requested to be around for this particular item, said that they had military visitors for the last two weeks because of the relief operations of ABS-CBN. These military personnel helped in the distribution of relief goods in the province. However, there are no permanent militarization efforts in UPLB, according to Chancellor Velasco.

Chancellor Velasco pointed out that the Student Regent's concern is really the meeting of the Laguna Peace and Order Council which was held in UPLB. This was attended by high ranking military officials. The meeting was held in UPLB because the OSA Director is a member of the Council, representing the academe and it was her turn to host the meeting.

Regent Bañez said that Dr. Gonzales did not respond to the query as to what were tackled during the meeting of the Laguna Peace and Order Council. Anyway, she said, the concern of her Office is to get the reports of the Chancellors on the presence or absence of the military in their respective CUs. Moreover, in the light of the black propaganda going around UPLB, the Student Regent is suggesting that the Board create a Regents' Committee that would look into this concern.

When asked by the Chair if he was aware of the black propaganda, Chancellor Velasco said the list was mailed to him. However, he has difficulty acting on it because it was unsigned. He said he did not know how to address it. He is making sure though that the students are secured and protected.

Chancellor Velasco informed the Board that there is indeed preponderance of black propaganda on campus. He said he has adopted a policy of tolerance since UP is an academic institution. In fact, Chancellor Velasco said, the Student Regent herself invited some visitors from Quezon who stayed overnight in UPLB. He has allowed this even if the group did not secure the necessary permit from his Office.

Regent Taguiwalo said that she appreciates the fact that the UPLB Administration tolerates the solidarity networks of the various student organizations. She asked if it is possible for the Chancellor to come out with a memorandum clarifying that the University does not condone the information being disseminated through unsigned letters/papers. This will help clarify to the students and to the faculty and the public at large that the UPLB Administration upholds traditions very dear to the University, i.e., academic freedom and freedom of assembly.

The reality of the matter, according to Chancellor Velasco, is that there are students of UPLB who went up to the mountains and joined the NPA. The Chancellor said he has the records of those who admitted that they stayed in the mountains. There is even one who wanted to come back because she is pregnant and she wanted to continue her studies.

Regent Taguiwalo pointed out that members of the NPA are subject to a different law. If they are students and members of the so-called Leftist Organizations, they are not NPA and should not be called communists/terrorists.

The Faculty Regent then reiterated her earlier suggestion for the Chancellor to issue a statement/memorandum clarifying that legitimate student as well as legitimate faculty organizations should not be branded communists/terrorists, more so that there are precedents of extra judicial killings and abduction in the Philippines.

Chancellor Velasco said that his position is to come up with a statement advising all concerned to bring their case to a legal battle. If those branded are indeed terrorists and have violated the laws of the country, then they should be brought to Court.

Chair Angeles advised Chancellor Velasco to issue a statement that his Administration is not condoning the branding of his faculty and students as communists/terrorists. It is demoralizing on the part of those branded if the Chancellor would keep his silence on this issue.

Chancellor Velasco assured the Board that he would issue the suggested Statement.

Chair Angeles said the Board would take up in its next meeting Chancellor Velasco's Report on the actions taken in response to the concerns raised by the Student Regent.

### On Military Presence in UP Los Baños

On 25 September 2009, Dr. Vivian Gonzales, Director, UPLB Student Affairs wrote to the Honorable Members of the Board of Regents to respond to the issues raised by the Student Regent in her report on "Military Presence in UP Los Baños."

#### Board action: **Notation.**

### On the Proposal of the PNOC Development and Management Corporation for the Assessment and Development of the UP Land Grants

At its 1249<sup>th</sup> meeting held on 25 September 2009, the Board approved the proposal of the PNOC DMC for the Assessment and Development of the UP Land Grants. The Board gave the go signal to proceed with the proposed agreement that would allow PNOC DMC to assess the potentials of the three properties, i.e. the Laguna-Quezon Land Grant, Laguna-Land Grant and the Mt. Makiling Experimental Forest Reserve, relative to such resources as geothermal energy reserves, wind power potential, as well as hydro resources, the objective being to identify sites that can spawn specific revenue generating projects.

Related to this, Staff Regent Cabrera called the attention of the Board to a letter dated 6 October 2009 from the President of the All UP Workers Union. The said letter is requesting that the Board reconsider the permission it had granted to the PNOC to do an assessment of the UP Land Grants.

Since the letter was not included in the Agenda, the Board agreed that this be taken up in the November meeting of the Board.

President Roman informed the Board that based on its approval, the Memorandum of Agreement with PNOC has already been signed.

### 1250<sup>TH</sup> MEETING, 21 OCTOBER 2009

#### On the Minutes of the Board of Regents Meeting

On a point of privilege, Regent Pascual called the attention of the Board of Regents to the manner minutes of the meetings are done. Minutes, he said, are usually blow by blow accounts of the discussions. Regent Pascual said that not all discussions of the Board are for the record. The formal set of minutes according to Regent Pascual should contain only the notations and action taken. The record of discussions should be separate from the minutes. There are times when the Board is not able to review the record of discussions which is made available to other constituencies. This makes the Board vulnerable.

Regent Pascual pointed out that the detailed minutes should effectively be confidential unless the Board approves their release.

President Roman explained that once the minutes are approved they become public documents.

Since the minutes become public documents, the more the Board should be careful, according to Regent Pascual.

The Chair said the point of Regent Pascual is well taken. Thus, minutes of Board meetings should only contain the notations, actions taken and the basis of the decision.

Secretary Abadingo informed the Board that after a Board meeting, the Office of the Secretary of the University and of the Board of Regents issues excerpts from the minutes which contain a summary of the proposal and the action taken by the Board. There is no discussion whatsoever.

Regent Pascual's concern is on the minutes which when approved become public documents. Some Regents, he said, may not have read the minutes but simply approved.

President Roman said that the minutes are sent to the Regents ahead of time so they can review these and make the necessary corrections/amendments before these are approved.

The Secretary is placed in a difficult situation according to President Roman. Earlier, the Student Regent was saying that the BOR Secretariat should be faithful to the discussions and should reflect the actual statement of the Chancellor. Each Regent should so indicate if what he/she is saying is "off the record" or "for the record." When statements are couched in general terms, some Regents react also and they look for their particular statements.

Regent Cabrera pointed out that each Regent is accountable for what he/she said. If one wants his statements to be "off the record," he/she should say so.

President Roman explained that even in faculty meetings, they look at the minutes of meetings thoroughly, including comma, period, etc. Part of UP's culture, she said, is such that everybody is made to account for what he/she says.

Regent Taguiwalo informed the Board that even the deliberations of the Senate and the House of Representatives including the detailed deliberations during plenary meetings are for public viewing. These can be read online and thus serve a historical purpose.

Regent Pascual pointed out that members of Congress are elected by the people and are therefore accountable to them. The Regent is not elected by the public and hence not accountable to the public.

Regent Taguiwalo said that as Regents they are accountable to their constituents, and the Board is accountable to the public.

The Faculty Regent clarified that discussions done in Executive Sessions are not for dissemination. The President affirmed this statement of the Faculty Regent. With this, Regent Pascual rested his case.

## POLICY MATTERS APPROVED

### **Conferment of the degree of Doctor of Laws (*honoris causa*) Upon Her Royal Highness Princess Maha Chakri Sirindhorn of Thailand**

The System Committee on Honorary Degree recommends the conferment of the degree of Doctor of Laws (*honoris causa*) upon Her Royal Highness Maha Chakri Sirindhorn of Thailand. This is in recognition of her significant contribution in addressing agricultural education and development in South East Asia.

Her Royal Highness is a tireless community and social development worker, a dedicated educator, and an upright leader of her country. She was a recipient of the Ramon Magsaysay Award for Public Service in 1991.

Board action: **APPROVAL.**

### **Institution of Bachelor of Science in Agricultural Biotechnology Program, including the Institution of Courses, College of Agriculture, UP Los Baños**

#### Rationale

The advances in science and technology in the past forty years have contributed to the advancement in health and medicine, information technology, various industries and in food and agriculture as well. Much of these advances have been in biotechnology, especially in recombinant DNA technology or genetic engineering, which cuts across disciplines and fields, from breeding and genetics, biochemistry, physiology and engineering, to plant, animal, microbial and environmental sciences. To date, the contributions of biotechnology in agriculture include, among others, diagnostics for plant and animal diseases, rapid propagation of disease-free planting materials, superior animals through improved reproductive biotechnology,

production of pharmaceutical in microorganisms, plant and animals, more reliable and accurate selection and breeding using molecular markers, and the development of important traits in crops and animals by genetic engineering among others. Protection of the environment through biotechnology includes bioremediation technologies, biofertilizers and biotech crops that use less chemical fertilizers and pesticides. Biotechnology-based industry or bioindustry is one of the industry's fast rising sectors with growth of as much as 20% per year. In 2006, agricultural biotechnology market was worth \$5 Billion while the global health biotechnology market hit more than \$50 Billion.

Recognizing the potential and actual benefits of biotechnology, the University of the Philippines Los Baños (UPLB) has chosen biotechnology as one of its key programs along with agriculture and environment. In support of the University's key programs to address the need for human resource development in this increasingly important field of biotechnology, the UPLB College of Agriculture (CA) is proposing to offer a new program, Bachelor of Science in Agricultural Biotechnology.

In the Philippines, only a few universities offer biotechnology or related courses. The University of the Philippines Diliman pioneered in the offering of BS Molecular Biology and Biotechnology (MBB), MS and PhD in MBB starting in the late 1980s. However, BS MBB graduates of UPD mostly go to medical school. UPLB started offering MS MBB in 1999 and PhD MBB in 2001. Mapua Institute of Technology started offering BS Biotechnology in 2003 and Visayas State University opened its BS Biotechnology program recently. However, the UPLB College of Agriculture has been a leader in agricultural biotechnology R&D for the past four decades. Many of its faculty, researchers and alumni are involved in the offering of the graduate courses in MBB, on developing the national crop biotechnology R&D agenda in the country and in the biosafety regulation of research and products of modern biotechnology. The Institute of Plant Breeding under this College was identified by the Philippine Seed Industry Act of 1992 to lead in plant biotechnology activities. The UPLB College of Agriculture is therefore in the best position to offer this new BS Agricultural Biotechnology Program.

Since this new program is interdisciplinary in nature, it will involve and cut across all the existing teaching, research institutes and centers of the five Clusters of the College. Hence, it will promote cooperation in teaching and research and in sharing of resources among these units. Moreover, it will encourage scientific innovativeness, bioentrepreneurship and socio-economic awareness among students, faculty and staff.

This proposed new program will maximize the contributions of the College of Agriculture, UPLB in human resource development and will link the skills and the talents of new graduates into the mainstream of global development in modern agriculture and environmental science.

#### Program Goals

##### *The program aims to produce graduates who:*

- shall have acquired knowledge and developed skills in the application of biotechnology, genetic control and environmental manipulation technologies to improve agricultural production and maintain quality agro-environments;
- shall have been trained in the new emerging scientific concepts;
- shall be able to discuss issues and concerns related to biotechnology and form science-based decisions;
- shall have been trained in technology innovation and bioentrepreneurship; and
- should be able to work independently as well as be productive members of interdisciplinary teams.



*The graduates of this program will be qualified to:*

- teach various aspects of agricultural biotechnology or biotechnology in general in universities and colleges in the country and region;
- join various government agencies (DA, DENR, DOST, DTI, DOH, etc.) as biotechnologists especially in the regulatory and research monitoring agencies;
- work in research laboratories in public and private institutions;
- work in private companies engaged in biotechnology-related production activities;
- engage in bioentrepreneurial pursuits; and
- pursue graduate studies in related/relevant degree courses.

The curricular proposal was favorably acted upon by the UPLB University Council in its Special Meeting held on 2 October 2009.

Board action: **APPROVAL.**

**Request for waiver of the requirements set in the Modified Minimum Qualification Standards (MMQS) in Favor of Mr. FELICITO M. RODRIGUEZ, University Researcher I, College of Agriculture, UP Los Baños**

Mr. Rodriguez is an employee of the Institute of Plant Breeding, Crop Science Cluster, College of Agriculture, UP Los Baños. He has been with the University for over 30 years and his current position is University Researcher I (SG 16-6). He is an affiliate faculty at the Institute of Human Nutrition and Food, College of Human Ecology for the last six years.

In the last two rounds of promotion, Mr. Rodriguez was able to garner enough points from his publications that qualified him for promotion to the next higher rank, that of University Researcher II. However, after the evaluation of the CA-Academic Personnel Committee, he was told that he could not be promoted because he lacks a Master of Science degree. Currently, Mr. Rodriguez is a senior/co-author of 5 ISI publications, 10 refereed journals, 1 book, 1 chapter in a book and 2 bulletins. He has presented over 20 posters and oral papers in both local and international conferences.

Under the BOR approved MMQS for Appointment/Promotion To Appropriate Rank for UPLB REPS for Salary Grades 16 and up, promotion to position higher than SG 16 requires a master's degree. Thus, a waiver of the existing BOR approved MMQS would be necessary so Mr. Rodriguez could be promoted.

Board action: **APPROVAL.**

**FINANCIAL MATTERS**

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

The College of Architecture, UP Diliman proposes to increase its graduate tuition as follows:

	<b>FROM</b>	<b>TO</b>
Incoming Students	PhP500/unit	PhP2,000/unit
Old Students	PhP500/unit	PhP1,500/unit

The last time the College of Architecture had a tuition increase was in 2001 from P300 per unit to the current P500 per unit. The proposal to increase the graduate tuition was presented in a Graduate Program Assembly early this semester and supported by a survey

sheet in which majority of the students affected were consulted and 24 respondents out of 45 active graduate students or 53% of those surveyed favorably responded.

The College of Architecture proposes that resources generated from the tuition increase will be allocated for the following:

Faculty enhancement	50%
Equipment	20%
Augmentation of MOOE	20%
Scholarships	10%

Board action: **APPROVAL.**

**Proposal of the College of Engineering, UP Diliman to Charge Laboratory Fee of PhP1,800 for EgyE 205 (Energy Engineering Laboratory)**

The College of Engineering proposes to charge a laboratory fee of PhP1,800 for EgyE 205, a 1-unit laboratory course instituted when the curricular revisions for the M.S. Energy Engineering Program was approved in the December 5, 2008 University Council Meeting.

Board action: **APPROVAL.**

**Proposal for Graduate Tuition Increase of the School of Urban and Regional Planning (SURP), UP Diliman**

The School of Urban and Regional Planning (SURP) proposes an increase in graduate tuition, as follows:

	<b>FROM</b>	<b>TO</b>
Incoming students (Regular)	PhP500/unit	PhP2,000/unit
Old Students	PhP500/unit	PhP1,000/unit
LGU's (Incoming)	PhP500/unit	PhP1,500/unit

The last time the SURP had a tuition increase was on May 24, 2001 from PhP300 per unit to the current PhP500.00 per unit that was implemented First Semester of SY 2001-2002. The decision of SURP to increase graduate tuition is based on the current costs of offering graduate classes and is supported by a survey conducted on January 16-31, 2009 and August 24-29, 2009. Of the approximately 115 students surveyed, 105 or 91.34% are in favor of a minimum increase of PhP1,000.

SURP proposes that resources generated from the tuition increase be allocated for the following:

Faculty enhancement	–	40%
Maintenance and purchase of equipment	–	30%
Development of curriculum and teaching materials	–	20%
Scholarship assistance	–	10%

Board action: **APPROVAL.**

*N.B. Regent Bañez inquired why the proposed graduate tuition increase for both College of Architecture and the School of Urban and Regional Planning covers old students.*

*President Roman said that the proposed graduate tuition increase in the College of Architecture and the School of Urban and Regional Planning was supported by surveys where majority of the students affected including old students were consulted and majority endorsed the proposed increase. Staff Regent Cabrera proposed that from the resources to be generated from the graduate tuition increases, provision for staff/REPS enhancement should likewise be considered, in addition to faculty enhancement.*

*President Roman clarified that not all faculty are covered by the provision on faculty enhancement. Only those who teach the course are entitled to incentives.*

*Regent Cabrera pointed out that he is not at all concerned with the % allocation. What is important is that the Staff/REPS involved in the delivery of the courses be given incentives.*

*This is something difficult to decide, according to the President. It is the College that decides how the resources generated from tuition increase would be allocated/ utilized.*

*Regent Taguivalo suggested that the concern of Regent Cabrera be discussed with the Chancellors. She recalled that, in previous meetings where the proposals for graduate tuition increase were discussed, there were units that considered provision for benefits to the non-teaching staff. The Chancellors should therefore be encouraged to consider benefits for the non-teaching staff when they recommend graduate tuition increases.*

*The Faculty, Staff and Student Regents did not approve the aforementioned proposals to increase graduate tuition.*

**Dr. Maria Lourdes G. Genuino**, Associate Professor 1 (Salary Grade 22-4) (part-time), College of Medicine, effective 21 October 2009

**Dr. Nelson T. Geraldino**, Associate Professor 3 (Salary Grade 23-5) (part-time), College of Medicine, effective 21 October 2009

**Dr. Francisco M. Heralde III**, Associate Professor 2 (Salary Grade 22-5), College of Medicine, effective 21 October 2009

**Dr. Jerry Mortela Obaldo**, Associate Professor 1 (Salary grade 22-4) (part-time), College of Medicine, effective 21 October 2009

#### UP Mindanao

**Prof. Danor Marie N. Del Mundo**, Assistant Professor 1 (Salary Grade 18-1), College of Science and Mathematics, effective 21 October 2009

**Prof. Ritchie Mae T. Gamot**, Assistant Professor 1 (Salary Grade 18-1), College of Science and Mathematics, effective 21 October 2009

**Prof. Vanessa C. Ramoran**, Assistant Professor 1 (Salary Grade 18-1), College of Science and Mathematics, effective 21 October 2009

#### UP Visayas

**Prof. Demelo M. Lao**, Assistant Professor 2 (Salary Grade 19-1), UP Visayas Cebu College, effective 21 October 2009

### APPOINTMENTS

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

#### UNIVERSITY OFFICIALS

##### UP Diliman

**Dr. MARIO MICLAT** as Dean, Asian Center, effective 21 October 2009 until 20 October 2012

**Prof. FLORENTINA P. COLAYCO** as Dean, College of Fine Arts, effective 1 October 2009 until 30 September 2012

##### UP Visayas

**Dr. ENRIQUE M. AVILA** as Dean, UP Visayas Cebu College, effective 1 December 2009 until 30 November 2012

#### TRANSFER TO PERMANENT STATUS

##### UP Diliman

**Prof. Jason B. Banal**, Assistant Professor 2 (Salary Grade 19-1), College of Mass Communication, effective 21 October 2009

**Prof. Francis Grace Habitan Duka-Pante**, Assistant Professor 1, (Salary Grade 28-1), College of Education, effective 21 October 2009

**Prof. Joselito G. Florendo**, Assistant Professor 2 (Salary Grade 19-1), College of Business Administration, effective 21 October 2009

**Prof. Hilario Sean O. Palmiano**, Assistant Professor 4 (Salary Grade 20-1), College of Engineering, effective 21 October 2009

**Prof. Joanna Z. Resurreccion**, Assistant Professor 1 (Salary Grade 18-1), College of Engineering, effective 21 October 2009

##### UP Los Baños

**Prof. Edgar E. Devera**, Assistant Professor 1 (Salary Grade 18-1), College of Forestry and Natural Resources, effective 21 October 2009

##### UP Manila

**Dr. Norieta M. Calma-Balderrama**, Associate Professor 2 (Salary Grade 22-5) (part-time), College of Medicine, effective 21 October 2009

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

##### UP Diliman

**Prof. Julian E. Abuso**, Professor 8 (Salary Grade 28-8), College of Education, effective 18 October 2009 until 31 May 2010

**Prof. Virgilio S. Almario**, Professor 12 (Salary Grade 29-8), College of Arts and Letters, effective 1 November 2009 until 31 May 2010

##### UP Manila

**Prof. Rosa Maria I. Llanes**, Associate Professor 2 (Salary Grade 24-3), College of Arts and Sciences, effective 29 March 2009 until 30 April 2009

**Dr. Serafin C. Hilvano**, Professor 8 (Salary Grade 28-7), College of Medicine, effective 31 May 2009 until 31 December 2009

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

##### UP Manila

**Prof. Rosa Maria I. Llanes**, Senior Lecturer 2, College of Arts and Sciences, effective 1 June 2009 until 31 May 2010

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

##### UP Diliman

**Prof. Estelita C. Aguirre**, Professorial Lecturer 1, College of Business Administration, effective 1 January 2009 until 31 October 2010

**Prof. Wilhelm G. Solheim II**, Faculty Consultant, Archaeological Studies Program, effective 1 November 2008 until 31 October 2010

**UP Manila**

**Dr. Carmencita S. Loyola**, Professorial Lecturer 3, College of Public Health, effective 1 June 2009 until 31 May 2010

**Dr. Rosie R. Noche**, Clinical Professor, College of Medicine, effective 1 June 2009 until 31 May 2010

**AWARDS/PROFESSORIAL CHAIRS ESTABLISHED****Establishment of the Doña Victoria Ty Tan UP Centennial Professorial Chair, College of Medicine, UP Manila**

Grant: PhP1,500,000 as capital investment to fund one (1) Centennial Professorial Chair in Medicine

Donor: Metrobank Foundation, Inc.

Beneficiary: College of Medicine, UP Manila

Fund Management: UP Manila Development Foundation, Inc. (UPMDFI)

The purpose of the Chair is to provide assistance to the UPMDFI to better enable UPM develop and enhance its programs in Medicine Education by encouraging its corps of professors to author and publish treatises which introduce innovative concepts and approaches in designated areas of medicine which will promote competence, excellence and efficiency in Philippine Medicine.

Effectivity: Effective on the date of signature of the parties

Date signed: 24 November 2008

Board action: APPROVAL.

**MATTERS CONFIRMED BY THE BOARD****AGREEMENTS/ CONTRACTS****UP System****Memorandum of Agreement between the University of the Philippines, the Office of the Vice President of the Philippines and the Commission on Higher Education**

Project: Study Grant Program entitled "Vice President Noli De Castro Study Grant Program"

Particulars:

*In the administration of the Program, the Office of the Vice President of the Philippines (OVP), the Commission on Higher Education (CHED) and the University of the Philippines (UP) undertake the following responsibilities:*

- a. Office of the Vice President (OVP)
  1. Screen applicants for the Program;
  2. Select grantees of the Program and select replacement of those grantees whose scholarships were terminated upon the recommendation of UP;
  3. Determine the manner of payment of the scholarship grant to be given to the scholars;
  4. Issue to the grantees the appropriate Notice of Award, Notice of Discontinuance or Notice of Substitution; and

5. Direct CHED to allocate and transfer to UP the appropriate funds for the grantees.
- b. Commission on Higher Education (CHED)
  1. Immediately upon receipt of the directive of the OVP, allocate and transfer to UP the sum of PhP240,000.00 per grantee for the grantee's educational expenses for Academic Years 2009-2013;
  2. Send a notice to UP specifying the list of grantees intending to study in UP;
  3. Coordinate with OVP and UP for the prompt and efficient release of the funds as well as to monitor the performance of the grantees;
  4. Update the OVP and UP of any policy/changes in policy affecting the Program, which policy/changes in policy shall be considered as annexed and made a part of the Agreement; and
  5. Request from UP through the OVP, any other reports/updates regarding the Program.

- c. University of the Philippines (UP)
  1. Accept for enrollment grantees who have passed the necessary admission requirements;
  2. Orient the grantees at the start of every semester about the guidelines, rules and regulations of the Program;
  3. In the event that the grantee is also a recipient of UP's Socialized Tuition and Financial Assistance Program (STFAP), the balance of the tuition fee that the grantee shall pay after applying the STFAP discount shall be charged against the grant. Where applicable, the remaining balance of the grant shall be released to the grantee as school allowance. In case of grantees who belong to STFAP Bracket E, the entitlement to monthly stipend shall follow UP rules.
  4. Release to each grantee his/her financial benefits after receiving from the OVP the updated list of grantees, without prejudice to other scholarship or study grants that the students may be currently availing of or may have received. The financial benefits shall be released to the grantee for the duration of his/her course unless he/she enrolls in a course other than the regular 4- or 5-year course, in which case, the entire financial benefit shall be given for the first four (4) years of the grantee's course;
  5. Submit to the OVP an annual report on the availment of the grant funds in accordance with accounting and auditing rules and regulations;
  6. Require the grantees to submit the following and to collate the same for transmittal to the CHED and OVP, to wit:

- 6.1 Certified photocopy of registration/enrollment for the semester;
- 6.2 Statement of account of school fees paid for the semester; and
- 6.3 Grades obtained during the previous semester certified by the registrar.

7. Submit to the CHED-Administrative and Financial Services (AFS) disbursement reports of the study grant funds; and
8. Monitor the academic and non-academic performance of the grantees and promptly report to CHED's Office of Student Services/Regional Office any concern that requires immediate attention.

Effectivity: Effective upon signing and remain in full force and effect for Academic Years 2009-2013

Date notarized: 18 September 2009

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

Service: Provision by ASTI of PREGINET Internet Service, which includes access to associated global Research and Education Networks and the commodity Internet, on a "point-to-point" and on a 24-hours per day and 7-days per week basis

Total Cost for One Year: PhP2,497,000

Particulars:

***Responsibilities of ASTI:***

1. ASTI shall allow UP, particularly its Constituent Universities: UP Manila, UP Los Baños, and UP Visayas Cebu College to connect to the PREGINET network;
2. ASTI shall operate, monitor and maintain the Service, including the national backbone up to regional access points, Internet connectivity and international Research and Education connectivity;
3. ASTI and/or Connectivity Provider, shall install the necessary equipment to establish the Service. The installation schedule of the said equipment shall be agreed upon between UP and ASTI;
4. ASTI shall abide with the applicable safety procedures, policies and standards of UP, which procedures, policies and standards shall have been communicated to ASTI in writing, prior to the implementation of the Agreement when performing installation, repair, maintenance or inspection of facilities and equipment within UP's premises;
5. ASTI shall immediately inform UP, whenever feasible, of any operational problems or outages that may arise in its network and shall forthwith restore the Service upon occurrence; and
6. ASTI shall notify UP at least five (5) calendar days prior to any scheduled Service interruption.

***Responsibilities of UP:***

1. UP shall allow ASTI or its Connectivity Provider to provide and install equipment at UP's premises for the sole purpose of enabling and operationalizing the Service;
2. UP shall, at its expense, supply the electric power and airconditioning needed for the smooth and uninterrupted operation of the ASTI or Connectivity Provider equipment installed at its premises;
3. UP shall not in any manner alter ASTI's or Connectivity Provider's equipment nor attach any equipment or other devices thereto without the prior written approval of ASTI or Connectivity Provider;
4. UP shall not assign, transfer, sublease, change or otherwise part with ASTI's or Connectivity Provider's equipment;
5. UP shall exercise due care in the handling of ASTI's or Connectivity Provider's equipment. Any loss or damage to any ASTI-owned or Connectivity Provider-owned equipment resulting from the negligent act or omission of UP, its employee or employees or representatives and/or agents, if any, shall be chargeable to UP up to the actual cost of the said equipment in case of loss or the actual cost of repair in case of repairable damage;
6. Upon the termination of the Agreement, UP shall allow ASTI or Connectivity Provider to retrieve the ASTI-owned and Connectivity Provider-owned equipment and other appurtenances found at and/or installed at UP's premises;

7. UP shall provide necessary networking equipment for UP to connect to PREGINET through ASTI;
8. UP shall acknowledge the assistance of DOST-ASTI-PREGINET in press releases or statements, advertisements, printed materials, and in UP website;
9. UP shall participate as a voting member in the meetings of PREGINET Partners and of meetings called for by PREGINET;
10. UP shall adhere to all network policies to be instituted by PREGINET in relation to the use of the Service; and
11. UP shall use the Service only for its own internal use and shall not in any manner, directly or indirectly, allow any third party to use, avail of, or benefit from the Service unless otherwise mutually agreed upon in writing by UP and ASTI in which case said agreement shall be reflected as an addendum to the Agreement.

Effectivity: Effective for a period of one (1) year unless sooner terminated by either of the parties

Date notarized: 25 August 2009

**UP Diliman**

**Memorandum of Agreement between the University of the Philippines and the Kalayaan College (KC)**

Project: Academic Cooperation (Teaching Services)

Particulars:

***Request (initial or renewal) by another university for the teaching services of UP faculty members or academic personnel shall be processed in the following manner:***

- a. The President of the other university addresses his/her request for the services of UP faculty to the Chancellor, specifying, among others, the following:
  - Name and unit of all faculty members or academic personnel whose services are sought;
  - Nature of projected assignment or involvement;
  - Projected service hours; and
  - Approximate duration of assignment.
- b. The Chancellor refers the requests to the unit concerned.
- c. The Department Chair, Institute Director or Division Head evaluates the request and (a) endorses it to the Dean together with the written consent of the faculty member concerned; or (b) finding that the services of the faculty member cannot be made available, communicates directly with the other university. In the latter case, the Chair need not forward the request to the Dean.
- d. The Dean either (a) endorses the request to the Chancellor, or (b) finding that the services of the faculty member cannot be made available, communicates directly with the other university. In the case of the latter, the Dean need not forward the request to the Chancellor. The Dean shall, however, inform the department Chair and the faculty member concerned.
- e. The Chancellor approves or disapproves the Dean's recommendation and informs the other university as well as the Dean and Department Chair of his/her decision in writing.

All rules, issuances or decisions that are inconsistent with the above are hereby repealed or amended, as the case may be.

Effectivity: Effective for a period of three (3) years from the date of execution, subject to review by the parties every year

Date notarized: 30 July 2009

**Memorandum of Agreement between the University of the Philippines and the Urdaneta City University (UCU)**

Project: Academic Cooperation

Particulars:

Subject to requirements of each University's academic programs and other academic understanding, the partners may cooperate in specific fields of discipline that are mutually acceptable to the parties:

- a. Exchange of faculty for part-time teaching in undergraduate and graduate school levels;
- b. Participation in seminars, lectures and academic meetings;
- c. Research and/or extension collaboration and other related activities; and
- d. Each party may, subject to approvals, allow its faculty members to be seconded as part-time teacher in the other university; provided, that the rules and procedures governing such activity as embodied in the Annex and made integral part of the Agreement, are strictly followed.

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

Date signed: 1 September 2009

**Contract between the National Center for Transportation Studies Foundation, Inc. (NCTSFI) and the Clark Development Corporation (CDC)**

Project: Conduct of Traffic Study in the Clark Freeport Zone

Amount of Project: PhP945,000

Particulars:

***Obligation of the University:***

The UP-NCTSFI shall conduct a study to update the 2002 traffic study for the CFZ. Specifically it aims to:

1. Assess baseline conditions for traffic forecasting using primary and secondary data;
2. Formulate traffic management schemes to address current conditions and future developments in the short-term;
3. Develop a traffic demand forecasting model using state of the art software;
4. Estimate future traffic volumes along the facility for the short-, medium-, and long-term periods; and
5. Formulate recommendations pertaining to the effective circulation and management of traffic within Clark.

***Obligations of CDC:***

CDC shall make available to NCTS the information as may be deemed critical inputs to the study. These include the following:

1. Past studies on Clark, including those for DMIA, the Next Frontier, and the Logistics Hub;
2. Pertinent data information in the Environmental Impact Assessment (i.e. data on traffic count, etc.); and

3. Other pertinent data/information such as digital maps or aerial photographs that may be useful in the conduct of the study that is available with CDC.

Period of Project: Effective upon issuance of Notice to Proceed. The project will be completed within eight (8) calendar weeks

Date signed: 3 September 2009

**Memorandum of Agreement between the University of the Philippines through the UP Law Center and the Office of the Ombudsman**

Project: Mandatory Continuing Legal Education (MCLE) Seminar

Implementing Unit: UP Law Center

Amount of Project: PhP4,000 per participant

Particulars:

- a. The parties will jointly conduct a series of seminars for lawyers of the Office of the Ombudsman as compliance with the requirement of Bar Matter No. 850. For this purpose, the parties shall agree upon the specific topics, the lecturers and the schedule of the seminar;
- b. The University shall take charge of the design of the modules and of their implementation, and the accreditation thereof by the MCLE Office, deploying its resources for the purpose. The University shall also be responsible for inviting the selected lecturers, providing honoraria for said lecturers and preparing sufficient food and seminar materials for at least two hundred participants;
- c. The Ombudsman shall take charge of the identification of the participants and their invitations to the seminar; and
- d. The food for the seminars shall be for the account of the Ombudsman.

Effectivity: 10 whole-day sessions (August 10-14, 2009, September 7-11, 2009)

Date notarized: 15 September 2009

**Memorandum of Agreement between the University of the Philippines through the Population Institute and the Commission on Population (POPCOM)**

Program: A Study on Young Professionals Working in Call Centers

Amount of Project: Pursuant to the Notice of Awards, POPCOM shall release to the University the total amount of PhP1,700,000.00 inclusive of ten percent (10%) administrative overhead cost which is likewise to be paid to the University.

Particulars:

POPCOM and the University have mutually agreed to undertake the project in accordance with the Terms of Reference (TOR).

***The University shall:***

- a. Submit research proposal;
- b. Review/collate existing literature and or studies, if any;

- c. Design research instrument or tool appropriate to the faculty;
- d. Conduct study on selected call centers in key cities;
- e. Present results of the study to stakeholders;
- f. Submit study report including policy recommendations;
- g. Submit to POPCOM on or before 22 June 2009, the following:
  - Research Framework and Plan
  - List of Call Centers to be covered
  - List of Research Experts and Staff (with CVs)
- h. Submit to POPCOM on or before 15 September 2009 the Field Reports; and
- i. Submit to POPCOM on or before 29 December 2009 the Final Research Report.

Effectivity: Effective 15 June 2009 until 29 December 2009

Date notarized: 30 August 2009

**Memorandum of Agreement between the University of the Philippines and the Pasig River Rehabilitation Commission (PRRC)**

Project: Survey and Assessment of Pasig River System Tributaries

Implementing Unit: UP Training Center for Applied Geodesy and Photogrammetry (UP-TCAGP)

Amount: Php27,278,916.28

Particulars:

***The PRRC shall:***

- a. Review and approve the Work and Financial Plan for each phase of the Study according to the Work and Financial Proposal prepared by UP;
- b. Provide the necessary funds to support the activities of UP based on the approved Work and Financial Plan to be submitted in each phase of Study;
- c. Provide UP with available data and/or documentation needed to perform the Study;
- d. Undertake regular monitoring and evaluation of the progress of activities of UP and recommend appropriate actions needed to ensure that the project execution is within the scope of work, budget, time frame and standards as stipulated in the Contract;
- e. Assist UP in Coordinating with other government offices/agencies in matters relevant to the implementation of the project; and
- f. Recommend appropriate actions needed based on the results of the regular monitoring and evaluation and periodic coordination with the UP-TCAGP.

***UP Shall:***

- a. Submit a Work and Financial Plan for each phase of the study for review and approval by the PRRC;
- b. Open a trust account where the PRRC may transfer funds to be used exclusively for the purposes of the Project;
- c. Execute the approved Work and Financial Plan and submit the required outputs to the PRRC as listed in Article II of the Agreement;
- d. Promptly submit to the PRRC the required outputs, including proofs of activity completion on actual expenditures;
- e. Ensure that the disbursement of funds is in accordance with the guidelines on the utilization of funds under Article III of the Agreement;

- f. Submit, apart from the above outputs, COA-audited financial reports for each phase of the project;
- g. Coordinate with the PRRC concerning the conduct of field activities, arrangements and assistance that may be sought by UP in activities necessary to complete the study;
- h. Allocate a space or room at UP-TCAGP to serve as a Project Management Office for the duration of the Project;
- i. Ensure that any unutilized/undisbursed amount at the end of the project shall be reverted to PRRC;
- j. Transmit any interest earned from trust fund account to the Bureau of Treasury through the PRRC; and
- k. Turn over to the PRRC all equipment purchased using Project funds after the completion of all the phases of the project or request transfer thereof subject to approval from the PRRC.

Effectivity: Effective upon signing by both parties, and shall be implemented for a period of two and a half years starting from the initial release of funds to the University of the Philippines

Date notarized: 25 August 2009

**Memorandum of Agreement between the University of the Philippines (University) and Senator Manuel "Lito" Lapid**

Project: Tuition Fee Assistance Grants for the 1<sup>st</sup> and 2<sup>nd</sup> Semesters for School Year 2009-2010

Particulars:

***Responsibilities of Senator Lapid:***

- a. Shall provide tuition fee assistance grants for five (5) students enrolled in undergraduate courses who will meet the qualifications based on the proposed rules to govern the tuition fee assistance grants and subject to the rules for Scholarships and Fellowships of the University;
- b. Shall leave the selection of the recipients of the grant exclusively to the University; and
- c. Shall remit the amount of Php100,000 for school year 2009-2010. The amount shall cover the full scholarship assistance to the grantees of Php20,000 for two semesters.

***Responsibilities of University through OSSS:***

- a. Shall implement the qualification standards agreed upon by Senator Lapid and the University for the selection of the grantees;
- b. Shall identify the students who will be granted the tuition fee assistance grants at P10,000 per semester per grantee;
- c. The amount remitted shall be kept in trust by the University for the purpose intended and the grantees shall draw the necessary amount therefrom in accordance with the rules and regulations of the University;
- d. Shall send, upon the closing of school year, a statement of expenditures of the grant to Senator Lapid. Any unexpected amount shall be credited for the next year's remittance; and
- e. The University shall make periodic reports to Senator Lapid on the progress of the grantees, subjects taken and grades obtained at the close of every semester.

Date notarized: 16 September 2009



**Memorandum of Agreement between the University of the Philippines (University) through the National Center for Transportation Studies (NCTS) and the Department of Transportation and Communications (DOTC)**

Project: Development of a Mega Manila Public Transportation Planning Support System

Amount: PhP25,700,000

Particulars:

*Obligation of the University:*

- a. The University shall procure the necessary equipment and facilities for the Project to ensure the timely completion of the Project by NCTS through competitive bidding, except in cases where the manner of procurement can be well accomplished by administration subject to COA Rules and Regulations;
- b. The University is required to maintain a separate Trust Account to be known as the Special Vehicle Pollution Control Fund (SVPCF) Disbursement Account by opening a Local Currency Account (LCCA) in any authorized government depository bank, preferably Land Bank of the Philippines, and provide DOTC with the LCCA number to facilitate the transfer of funds;
- c. The University shall deposit all money from Special Vehicle Pollution Control Fund (SVPCF) in the LCCA;
- d. The University shall submit a monthly report of expenditures to DOTC, within fifteen (15) days after the end of each month. The disbursement report must be duly certified by the University's Chancellor and his/her Chief Accountant, duly verified by its COA auditor;

Any unexpected amount left after the project completion shall be remitted to DOTC. Succeeding release of SVPCF shall be made only after full liquidation of previous cash advances.

- e. The University shall be fully/solely accountable for the funds for the projects released to it by DOTC;
- f. The University through NCTS shall be responsible for the following:
  1. Review and assess existing public transport data and public transportation planning practices and identify gaps and weaknesses;
  2. Conduct primary data collection through public transport surveys to include classified traffic volume counts, boarding and alighting surveys, vehicle occupancy surveys, and all license plate surveys;
  3. Conduct user needs and business process analyses and identify needed information systems for integrated public transportation planning;
  4. Develop a prototype public transportation planning support system for Mega Manila, to include an integrated public transportation database and a calibrated travel demand forecasting model; and
  5. Develop an institutionalized management framework and strategic implementation plan for the Mega Manila Public Transportation Planning Support System.

- g. The University through the NCTS shall prepare and submit to DOTC, the Completion Report in the specified format within fourteen (14) calendar days upon receipt of the comments on the draft final report from the DOTC. The Completion Report shall contain the following:
  1. The expenditure in cash terms for the duration of the project; and
  2. Describe the works completed in sufficient details.

- h. The University through the NCTS shall prepare and submit to DOTC the following:
  1. Inception Report  
The Inception Report must be submitted to DOTC within fifteen (15) calendar days from the issuance of the Notice to Proceed, and should include the methodology and survey plans for the project.
  2. Progress Report  
Progress Report must be submitted to DOTC every two (2) months from the commencement of work. Each report should include results of data collection, and partial analysis and results.
  3. Draft Final Report  
The Draft Final Report must be submitted to DOTC within five (5) months from the commencement of work. It should include the complete and detailed findings and recommendations for review and comments of the DOTC.
  4. Final Report  
The Final Report shall include the complete and detailed findings and recommendations incorporating the comments of DOTC. Ten (10) hard copies and a soft copy in compact disc (CD) form of the Final Report shall be submitted within fourteen (14) calendar days from receipt of the comments of DOTC.
  5. Revision  
Revision/additional information as may be reasonably required by the DOTC for the project during its review.
  6. Documentation  
All forms used during the data gathering must be turned over to DOTC. All reports must be submitted by University to DOTC.

*Obligations of DOTC:*

- a. The DOTC shall release the amount of PhP25,700,000 representing the amount approved for the project as referred to in the Terms of Reference (TOR) attached to the MOA, to the University through a Letter of Advice of Allotment Release (LAA) together with the corresponding checks;
- b. The schedule of release of the amount shall be made in 3 tranches;
- c. The DOTC shall assign, provide technical assistance to the University in preparing implementation mechanism standards and procedures of SVPCF project implementation, and provide training for institution capacity building;
- d. The DOTC including its attached agencies shall make available to the University the information as may be deemed critical inputs to the Project. These include the following:
  1. Reports of previous transport and traffic studies; and
  2. Other pertinent data that may be employed in the development of the prototype Mega Manila Public Transport Planning Support System.
- e. The DOTC and the University shall conduct an assessment of each of the completed project(s) and shall issue a Joint Certificate of Completion.

Effectivity: The MOA shall be effective from the date of its signing and shall continue to be in force, unless sooner

terminated by either party which must be in writing thirty days before the desired date of termination

Date notarized: 1 August 2009

#### UP Los Baños

### Memorandum of Agreement between the University of the Philippines Los Baños and the UPLB Alumni Association (UPLBAA)

Project: Development of the UPLB Alumni Plaza

Particulars:

*On the part of the UPLB:*

- a. The UPLB shall officially designate as the "UPLB Alumni Plaza" that portion of the UPLB campus which shall include the Rizal Centenary Carillon and the adjoining areas, covering a total area of 8,000 square meters, more or less;
- b. The UPLB shall allow UPLBAA to prepare detailed development projects in the UPLB Alumni Plaza in accordance with the duly approved master development plan;
- c. The UPLB shall accept the completed development projects if the same conforms with the duly approved plans;
- d. All improvements shall be owned by UPLB which shall have jurisdiction at all times over the UPLB Alumni Plaza; and
- e. The UPLB shall assume responsibility for securing and maintaining the Alumni Plaza, as part of the regular campus security, maintenance and enhancement program.

*On the part of the UPLB Alumni Association:*

- a. The UPLBAA shall prepare a master development plan for the "UPLB Alumni Plaza" to conform with the approved UPLB campus development plan and shall submit the same to the UPLB for approval. The master development plan shall not be implemented nor amended without the approval of UPLB observing the same formalities. The execution of the master development plan shall be designated to be completed within three (3) years from signing of the agreement;
- b. All expenses for the development of the UPLB Alumni Plaza shall be for the account of the UPLBAA. It shall cause and supervise the development of the UPLB Alumni Plaza as planned;
- c. The UPLBAA shall be responsible in preparing specific development projects, ensuring sourcing funds and contributions for specific projects for the development of the UPLB Alumni Plaza in accordance with approved master development plan;
- d. UPLBAA accepts that all improvements in the UPLB Alumni Plaza are owned by UPLB; and
- e. UPLBAA shall exercise due diligence in guarding against the use of UPLB and UPLBAA's good names for fraudulent solicitation of funds relative to the development of the UPLB Alumni Plaza. All communication for solicitation should provide the following: "This is a project of UPLBAA."

*On the part of the UPLB and the UPLB Alumni Association (UPLBAA):*

- a. The needs and welfare of UPLB—its students and faculty and other constituents shall be the primary consideration in the use of the UPLB Alumni Plaza; and
- b. An *ad hoc* joint committee of UPLB and UPLBAA shall determine the rules and regulations in the use of the UPLB Alumni Plaza, taking into consideration Section C.1 of the

Agreement. The rules shall be effective upon the approval of the Chancellor. The Joint Committee shall be composed of five (5) members. Two (2) members shall be appointed by the Board of the UPLBAA who should be members in good standing, and three (3) from UPLB, including the Director of Alumni Relations as ex-officio member. In case the Committee shall not be able to issue the rules and regulations for the use of the Plaza within the time mutually agreed upon by UPLB and UPLBAA, the Chancellor shall issue said rules. Upon issuance of the rules, the committee is dissolved.

Effectivity: Effective upon signing and terminated upon completion of the UPLB Alumni Plaza in accordance with the Master Development Plan, or three (3) years from the signing of the agreement; or earlier in case the agreement shall no longer be in conformity with Sec. C.1

Date notarized: 21 July 2009

### OTHER MATTERS

#### Request from the International Rice and Research Institute (IRRI) to include Blocks D24, 25 & 26 in their long term lease

Due to some generous donor support, IRRI is in urgent need to expand screen house facilities. Current screen houses used are at full capacity and inadequate for IRRI's scientific endeavors.

IRRI would like to construct additional screen houses on Blocks D24, 25 & 26 of the lowland farm. This is an area of approximately 3900 sq.m. These blocks are adjacent to the research buildings and ideally located for this purpose with proximity to services such as electricity and water. Currently, these blocks are fallow and have been for many years. They are not set up for paddy rice cultivation.

The proposal is to construct four identical screen houses of approximately 1000 sq.m. each. These screen houses will be used for studies on insect behavior, plant breeding and varietal enhancement. They are simple structures consisting of metal frame with insect screen and rodent-proof sides. Interiors will have concrete partitions.

The Chancellor of UP Los Baños endorses the request of IRRI to include Blocks D24, 25 & 26 in their long term lease. The requested area is adjacent to a building and solar drying area of the Crop Science Cluster. According to Dr. Jose E. Hernandez, CSC Director, the unit poses no objection to the favorable endorsement of IRRI's request as long as their access to their facilities will be retained.

Board action: APPROVAL.

#### Rehabilitation of the Existing Pilot Plant for Biofertilizer and Upgrading of Common Service Facility for Biotech Products: A Project Proposal to the Agricultural Competitiveness Enhancement Fund (ACEF)

This proposal was presented to Secretary Arthur Yap during the launching of the "Yap Corn" in UPLB last 10 June 2009.

One of the requirements of the ACEF is an approved BOR resolution on the following:

- request of ACEF assistance;
- proposed equity contribution;
- assurance of funds for MOOE during and after the project implementation; and
- designated representative who shall transact with DA for and its behalf.



With the approval and implementation of the project, the National Institute of Molecular Biology and Biotechnology (BIOTECH) of UPLB hopes to increase the production of biofertilizer by at least 50%, and improve BIOTECH products and services which will boost consumer confidence and allow BIOTECH to be more competitive with private manufacturers and foreign producers. Moreover, BIOTECH will be able to pilot test its new bench scale products.

Board action: **APPROVAL.**

**Request of President Roman for Authority to Travel to Tainan, Taiwan from 11 to 14 November 2009 to attend the 2009 SATU Presidents' Forum**

The President requests permission to travel on official time to Tainan, Taiwan from 11 to 14 November 2009, inclusive of travel time, to attend the 2009 SATU Presidents' Forum Steering Committee Meeting and Workshop on E-Classroom International Mobility Program which will be held at the National Cheng Kung University in Tainan, Taiwan from November 12-13. UP is a member of the Steering Committee until 2010, after which membership will be transferred to another Philippine university through votation of the members.

The SATU will bear the cost of airfare and hotel accommodation.

*From UP, the President requests the following to be taken from the UP International Linkages Fund:*

1. the usual pre-travel allowance;
2. actual cost of un-sponsored meals; and
3. portion of the daily subsistence allowance (DSA) intended for the incidentals.

The President also requests her salary for the period, permission to use the official passport and exemption from payment of travel tax.

Board action: **APPROVAL.**

**Request of President Roman for Authority to Travel to Taipei, Taiwan from 2 to 7 December 2009 to attend the Asia-Pacific Academic Consortium of Public Health**

The President requests permission to travel on official time to Taipei, Taiwan from 2 to 7 December 2009, inclusive of travel time, to attend the Asia-Pacific Academic Consortium of Public Health (APACPH).

The APACPH organizing committee will provide the ticket and hotel accommodation for 5 nights.

*From UP, the President requests the following to be taken from UP:*

1. the usual pre-travel allowance;
2. actual cost of un-sponsored meals; and
3. portion of the daily subsistence allowance (DSA) intended for the incidentals.

The President also requests her salary for the period, permission to use the official passport and exemption from payment of travel tax.

Board action: **APPROVAL.**

## MATTERS FOR INFORMATION

**Request of the Philippine Records Management Association, Inc. (PRMA-UPLB Chapter) for Recognition as a Professional Association in UPLB**

The request for recognition by the Philippine Records Management Association, Inc. – UPLB Chapter as a professional association has undergone clearance procedure through the Offices of the Vice President for Legal Affairs, Vice President for Administration, and Vice President for Development.

The duly signed and notarized copies of the Undertaking, completes the PRMA-UPLB Chapter's requirements for recognition.

**Changes in the UP Diliman Academic Calendar for the First Semester, 2009-2010**

The changes are the consequence of the recent suspension of classes for various reasons, including suspensions due to Typhoon Ondoy.

These changes have been approved by the President by virtue of the authority vested upon her by the Board of Regents.

**UP Diliman School of Urban and Regional Planning Academic Calendar for SPRING-Asia Program**

This is in line with the MS degree program in Regional Development Planning being offered by the School of Urban and Regional Planning in cooperation with the Spring Center, Technische Universitat Dortmund (TU Dortmund, Germany).

The President, by virtue of the authority granted her by the Board of Regents, approved this request on 16 September 2009.

**Change in Schedule of the UP Manila University Council Meeting**

The change in schedule of the University Council meeting, as previously approved in the UP Manila Academic Calendar, from *Friday, December 4, 2009* to *Thursday, December 3, 2009* is due to the invitation for UP Manila officials to attend an inter-university meeting on December 4, 2009.

The President, by virtue of the authority granted her by the Board of Regents, approved this request on 16 September 2009.

**Changes in the UP Manila Academic Calendar for AY 2009-2010**

The Academic Calendar for AY 2009-2010 is being revised in view of the disruption in class schedule due to Typhoon "Ondoy".

The revisions in the Academic Calendar have been approved by the President by virtue of the authority vested upon her by the Board of Regents.

**Changes in the UP Baguio Academic Calendar for the Second Semester, SY 2009-2010 and Summer 2010**

The changes are being done in view of the suspension of classes due to Typhoon Pepeng which hit Baguio City.

These changes have been approved by the President by virtue of the authority vested upon her by the Board of Regents.



**Revision of the UP Visayas Tacloban College Academic Calendar 2009-2010, Especially the Extension of Classes for the First Semester, 2009-2010**

UP Visayas Tacloban College requests revision of their Academic Calendar, specifically the extension of classes for the First Semester, 2009-2010.

The proposed extension will compensate for class hours missed when classes at UP Visayas Tacloban College were suspended on July 20-25, 2009 because of the AH1N1 pandemic. The extension will affect only the removal and registration periods for the Second Semester, 2009-2010 but the start of classes will not be affected.

	FROM	TO
Final Examination		
Other classes	Oct. 13 (T)-16 (F)	Oct. 20(T)-23(F)

The President, by virtue of the authority granted her by the Board of Regents, approved this request on 23 September 2009.

**Memorandum of Agreement between the UP Manila Development Foundation, Inc. (Donee) and Metrobank Foundation, Inc. (Donor)**

Donation: PhP1,500,000 as Capital Investment to fund one (1) Centennial Professorial Chair in Medicine

Purpose: For the establishment of Doña Victoria Ty Tan UP Centennial Professorial Chair

Beneficiary Unit: College of Medicine, UP Manila

Particulars:

The purpose of the Chair is to provide assistance to the UPMDF to better enable UPM develop and enhance its programs in Medicine Education by encouraging its corps of professors to author and publish treatises which introduce innovative concepts and approaches in designated areas of medicine which will promote competence, excellence and efficiency in Philippine Medicine.

Qualification and Selection of Recipient. The Chair and activities related thereto shall be under the exclusive supervision and administration of the UPMDF.

UPM shall determine the awarding of the Chair that shall not be inconsistent with the related policies and procedures of the University of the Philippines System, where the awardee shall be a regular faculty member of the UPM College of Medicine.

UPMDF shall advise the Foundation in writing of such awarding, submitting the name, academic rank and field of specialization of the awardees.

Awarding of the Professorial Chair. The awarding of the Chair shall be made annually.

*The awarding shall consider the awardee's record of:*

- a. Preparing a treatise introducing innovative concepts and approaches in the designated area of medicine which will promote competence, excellence and efficiency in the field of Medicine; and
  - b. Delivering a lecture before a select audience chosen by UPM and submitting the treatise in its final text on the same occasion.
- Although the copyright of the work submitted shall belong to the awardee, the right to publish and reproduce the treatise shall belong to UPM.

*Responsibilities of the UPMDF*

- a. It shall have custody of the Fund to finance the annual awards for the Chair;
- b. It shall recognize the Foundation's rights and privileges as allowed by law to donors of professorial chair funds;
- c. It shall submit reports and papers specifically requested by the Foundation regarding the endowment;
- d. It shall acknowledge the donation of the Foundation in all publications released by it regarding the endowment; and
- e. It shall allow the Foundation to invite participants to such public forum.

Date notarized: 24 November 2008

**Letter of Dean Edgar A. Porter, Dean of Academic Affairs, Ritsumeikan Asia Pacific University, to President Emerlinda R. Roman Expressing His Sorrow at the Great Loss Experienced by the People of the Philippines Following the Devastating Typhoon that Hit the Country**

**CONTRACTS/AGREEMENTS**

**UP Diliman**

**Architectural and Engineering Design Services Agreement between the University of the Philippines Diliman and the CADA Architects + Planners and DCCD Engineering Corporation (Joint Venture Design Consultant)**

Project: Proposed Institute of Environmental Science and Meteorology (IESM) Building, National Science Complex, College of Engineering, UP Diliman

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

Amount of Project: PhP3,603,859

Particulars:

*Scope of Work:*

- a. The Joint Venture Design Consultant shall provide and perform for the University the following architectural and engineering design services:
  1. Detailed Design of the IESM Building  
Preparation of detailed and scaled floor plans, elevations and sections, architectural details, structural and civil plans and details; mechanical and electrical plans and details, outline specifications, cost estimate and site development.
  2. Contract Documents Preparation  
Complete construction drawings, specifications and bill of quantities of the IESM Building based on the approved detailed designs, specifications and estimates.
  3. Technical Support During Construction  
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 contract documents.

b. The Joint Venture Design Consultant shall perform the following services:

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

c. Prior to or upon signing of the Agreement, the Joint Venture Design 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.

*The University, through the OCA, shall:*

- a. With the assistance of the End-User, provide the Joint Venture Design 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 Joint Venture Design Consultant;
- c. Coordinate with the Joint Venture Design Consultant, the Construction Management Team, and the End-User on the design and implementation of the Project;
- d. Assist in the coordination of the Joint Venture Design Consultant with various utility agencies during the phases of the Project; and
- e. Facilitate the prompt transmission of comments and requests for revisions of the End-User and the University on the documents submitted by the Joint Venture Design Consultant.

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

Date notarized: 4 June 2009

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

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

Amount of Contract: PhP1,2113,168.79

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

Particulars:

- a. The Contractor shall:
  1. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;
  2. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary

arrangement for such materials, machinery, and equipment within the site;

3. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and
4. Render warranty services on all works performed in accordance with the provisions of the agreement and the contract documents.

b. Prior to or upon signing of the Agreement, the Contractor shall furnish the University a performance bond to guarantee the faithful performance of its obligations under the agreement and to answer for obligations arising out of or in accordance with the agreement.

c. The Contractor shall furnish the University with a guarantee bond in an amount equal to ten percent (10%) of the Contract Price, effective for a period of one year reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.

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

1. Supervise all phases of the construction works covered under the agreement;
2. Conduct regular inspection of the ongoing construction works, its premises, including the inspection of the materials and supplies being used for construction;
3. Recommend to the University or its proper authorities, any work changes, suspension, or stoppage of the works; and
4. Certify as to the percentage of completion of the construction works.

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

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

Date Notarized: 3 September 2009

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

Project: Proposed Perimeter Fence for DZUP, College of Mass Communication, UP Diliman

Amount of Contract: PhP753,388.50

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

Particulars:

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

2. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
3. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and
4. Render warranty services on all works performed in accordance with the provisions of the agreement and the contract documents.

- b. Prior to or upon signing of the Agreement, the Contractor shall furnish the University a performance bond to guarantee the faithful performance of its obligations under the agreement and to answer for obligations arising out of or in accordance with the Agreement.
- c. The Contractor shall furnish the University with a guarantee bond in an amount equal to ten percent (10%) of the Contract Price, effective for a period of one year reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.
- d. The Office of the Campus Architect of the University shall have the following functions and responsibilities:
  1. Supervise all phases of the construction works covered under the agreement;
  2. Conduct regular inspection of the ongoing construction works, its premises, including the inspection of the materials and supplies being used for construction;
  3. Recommend to the University or its proper authorities, any work changes, suspension, or stoppage of the works; and
  4. Certify as to the percentage of completion of the construction works.

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

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

Date Notarized: 2 September 2009

#### **UP Manila**

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

Project: Assignment of security guards at the premises of the UP Manila, including the Philippine General Hospital Compound located at Taft Avenue, Padre Faura and Pedro Gil Streets

Mode of Procurement: Public Bidding - 29 May 2009

Amount of Project: PhP43,073,950.08

Statement of compliance: The provisions of R.A. 9184, the Government Accounting and Auditing Manual, and the University Rules and Regulations have been complied with.

Effectivity: Effective one (1) year commencing on 01 August 2009 until 31 July 2010 renewable for another year provided the Performance Rating of the Contractor is at least Very Satisfactory during the last (3) quarters of the first year

Date notarized: 30 August 2009

#### **UP Los Baños**

#### **Contract for Security Services between the University of the Philippines Los Baños and the Fisher Comprehensive Security Services and Systems Corporation (Agency)**

Project: Provision of security services in UPLB Campus

(To guard and protect its campus, residence halls, buildings and other facilities and their immediate premises situated at College, Los Baños, Bay, Laguna, and other land and places under its jurisdiction including the authorized residents, bona fide students, personnel and equipment, materials and other properties therein, as well as vehicles of its personnel and students, and vehicles of official guests parked in the said premises from injuries, damages and losses arising from assault, trespass, arson, theft, robbery, mischief or other unlawful acts, or negligence.)

Mode of Procurement: Public Bidding

Amount of Project: PhP8,155,002.24

Statement of compliance: The provisions of R.A. 9184 and its Implementing Rules and Regulations (IRR-A) have been complied with.

Effectivity: June 1, 2009 to December 31, 2009

Date notarized: 8 August 2009

#### **UP Baguio**

#### **Contract for Security Services between the University of the Philippines Baguio and Quality Guards Services and Investigation Agency (Agency)**

Project: Provision of 17 licensed, qualified and uniformed guards with authorized and licensed firearms at the buildings and premises of UP Baguio Compound located at Gov. Pack Road, Baguio City for a twelve-month period

Mode of Procurement: Public Bidding

Amount of Project: PhP2,233,800

Statement of compliance: The provisions of RA 9184, the Government Accounting and Auditing Manual, and the University Rules and Regulations have been complied with.

Effectivity: Effective one (1) year commencing on 01 September 2009 until 31 August 2010

Date notarized: 31 August 2009

**General Construction Agreement between the University of the Philippines Baguio and R.U. Aquino Construction and Development Corporation (Contractor)**

Project: Completion of UP Baguio Library Basement

Amount of Contract: PhP953,394.84

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

Particulars:

*The Contractor shall:*

- a. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;
- b. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
- c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss;
- d. Render warranty services on all works performed in accordance with the provisions of the agreement and the contract documents; and
- e. The detailed tasks involved for each individual item of work set forth in the immediately preceding paragraph are enumerated in the Scope of Work and Technical Specifications.

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: September 11, 2009 to November 2, 2009

Date Notarized: 9 September 2009



**1251<sup>ST</sup> MEETING, 23 NOVEMBER 2009**

**MATTERS ARISING FROM THE PREVIOUS MEETINGS OF THE BOARD**

**1246<sup>TH</sup> MEETING, 31 JULY 2009**

**Terms of Reference on the Prequalification and Bidding for the Lease of the University of the Philippines Property Located at Barangay Cupang, Muntinlupa City**

At its 1248<sup>th</sup> meeting on 28 August 2009, the Board deferred its action on the proposed Terms of Reference. The Vice President for Legal Affairs was instructed by the Chair to provide the Board with the background and documents relative to the University's Cupang Property.

Hereunder is the requested background. The pertinent documents are in the appendices.

The University is the owner of three (3) contiguous parcels of land located in Barangay Cupang, Muntinlupa, Rizal with an aggregate area of 38,208 square meters. This was subject of a donation by 3M on 23 May 1975. The property was subsequently leased back by UP to 3M on the same date for a term of twenty five (25) years, renewable for another twenty five (25) years at the option of the lessee; the annual rentals were based on percentage based on the fair market value of the property, as determined by the Bureau of Internal Revenue. The lease agreement was amended on 12 January 1977 and 3M retained ownership of several buildings and improvements constructed on the land.

A dispute arose between the parties in connection with the lease agreement and the extent of 3M's liability to pay rentals under the Lease Agreement or a renewal or extension of the lease agreement. This resulted in suit filed by 3M against the University in 2000, docketed as Civil Case No. 00-756 before Branch 148 of the Regional Trial Court of Makati. On 1 July 2002, 3M turned over the land and improvements to UP, which UP accepted, as part of a Compromise Agreement. This Compromise Agreement was signed by President Francisco Nemenzo for the University and later submitted for approval by the Board; it was approved by the Board during its 1188<sup>th</sup> meeting on 28 October 2004.

Project Title

Bidding for the Lease of the University of the Philippines (UP) Property at Barangay Cupang, Muntinlupa City

Rationale

The University of the Philippines (UP) invites proponents to bid for the lease of its property located at Barangay Cupang, Muntinlupa City (hereinafter "the Property").

UP owns the Property as well as the structures and improvements therein.

The Property is suitable for commercial/industrial use because of its strategic location. The site is not part of any academic, academic support or protected zone of any UP campus or landholding.

Sec. 22 (*Land Grants and Other Real Properties of the University*) of Republic Act No. 9500, "An Act to Strengthen the University of the Philippines as the National University", signed into law on 29 April 2008, provides that the UP Land Grants, or "parcels of land ceded by law, decree or presidential issuance to the University of the Philippines are...declared to be reserved for the purposes intended," RA 9500 confirms "the absolute ownership of the national university over these landholdings, including those covered by original and transfer certificates of title in the name of the University of the Philippines and their future derivatives..." Sec. 22 states that:

“The Board may plan, design, approve and/or cause the implementation of land leases: *Provided*, That such mechanisms and arrangements shall sustain and protect the environment in accordance with law, and be exclusive of the academic core zone of the campuses of the University of the Philippines: *Provided, further*, That such mechanisms and arrangements shall not conflict with the academic mission of the national university.” Sec. 23 (*Safeguards on Assets Disposition*) provides that “the preservation of the value of the assets of the national university shall be of primordial consideration,” and that “the sale of any existing real property of the national university shall be prohibited: *provided*, that the Board may alienate real property donated after the effectivity of [RA 9500] if the terms of the donation specifically allow it.”

The Board of Regents, at its 1230<sup>th</sup> meeting on 29 February 2008, suggested that the University explore the possibility of long-term lease for the UP Muntinlupa Property.

Description of the Property

*Background* – As a result of the expiration of the Laurel-Langley Agreement, UP acquired ownership of the Property on 23 May 1975, by virtue of a Deed of Donation between 3M Philippines Inc. and UP, whereby the former donated and conveyed to UP three (3) contiguous parcels of land situated at Barrio Cupang, Muntinlupa, Rizal. UP and 3M Philippines Inc. entered into a lease agreement whereby UP leased the Property to the latter for a period of twenty-five (25) years, which began on 23 May 1975 and ended on 23 May 2000.

*Area* - The Property consists of three (3) contiguous parcels of land with a total aggregate area of approximately thirty-eight thousand nine hundred forty-three (38,943) square meters.

*Location* - The Property is an industrial compound (identified as the former site of 3M Philippines Inc.) located at Kilometer 21, East Service Road, South Luzon Expressway (SLEX), Barangay Cupang, Muntinlupa City, Metropolitan Manila, beside and on the north of the industrial compound of Amkor Anam Philippines Inc. The Property is about 250 meters south of Concepcion Industries Inc., 1.50 km south from Sucat Interchange, 3 km north from Alabang, and 16 km from Makati Central Business District. East Service Road is about 10 m wide, asphalted and concreted and provided with concrete curbs and gutter, underground drainage and culverts, and cemented sidewalks. (*Please see attached Location/Vicinity and Property Maps.*)

*Titles* - The Property is covered by the following Transfer Certificates of Title (TCT) issued in favor of UP on 27 May 1975 by the Registry of Deeds for the Province of Rizal: TCT Nos. S-10651 (6,217 sq.m.), S-10652 (2,726 sq.m.), and S-10653 (30,000 sqm). (*Copies of TCTs available upon request.*)

*Technical Description* – The Property consists of three (3) contiguous parcels of lots having a total area of approximately thirty-eight thousand nine hundred forty-three (38,943) square meters, technically identified as follows:

TCT No.	Blk No.	Survey No.	Area (sqm)
S-10651	2	(LRC) Pcs-16349	6,217
S-10652	44-C	(LRC) Psd-4185	2,726
S-10653		Plan Pcn-237	30,000
		<b>TOTAL</b>	<b>38,943</b>

The Property as a whole is bounded by the following:

<i>Northeast</i>	Lots 62, 1309 and 68, Muntinlupa Estate
<i>Southeast</i>	Lots 62 and 66, Muntinlupa Estate
<i>Southwest</i>	Lot 1, Muntinlupa Estate
<i>West</i>	East Service Road, South Luzon Expressway (SLEX)

(*Specific Technical Description and bearings are reflected in the TCTs.*)

*Terrain* – The terrain of the land is considered generally flat, with elevation at the same grade with the compound roads.

*Structures/Improvements* - The improvements within the Property include buildings and utility structures with approximate floor areas as follows:

STRUCTURE	FLOOR AREA (sqm)
Warehouse/Office Building 1	4,973
Warehouse/Office Building 2	1,376
Warehouse/Office Building 3	720
Warehouse/Office Building 4	4,140
Drying Area A	324
Drying Area B	24
Genset Building	15
Maintenance Building	12
Waiting Shed	20
Guard House	25

– The Property is situated in an area where land development is generally for industrial use. Improvements in the area are mostly lofty warehouse-type structures constructed of strong materials. Noted developments in the vicinity include Amkor Anam Philippines Inc., Concepcion Industries Inc., Embassy Village, Intercity Homes, and the Sucat Interchange. Generally, the main streets in the neighborhood are designed to carry light to heavy vehicular and pedestrian traffic loads. Major thoroughfares are either concreted or asphalted with widths ranging from 10 to 60 meters and with street lights. Electric power supplied by Meralco, water supply and telecommunication facilities are available at the site. Community facilities like public market, commercial centers, churches, private and public schools and hotels are accessible from the Property. Public transportation is available throughout the day along East Service Road which the Property fronts and connects to other sections of the area. Street lights, garbage collection, foot and mobile patrols of the Philippine National Police, and other community facilities and utilities are maintained by the City Government.

*Existing Agreement/Lease* – A Contract of Lease entered into between UP (Lessor) and Sunnyvale Advertising and Marketing Enterprise (Lessee) is in effect for a three-year period, from 02 December 2006 to 02 December 2009, for a portion of the Property consisting of approximately one hundred sixty-two (162) square meters identified as Portion Lot 44-C [LRC] Psd-4185, covered by TCT No. S-10652. The leased portion is being used by Sunnyvale Advertising for its billboard ads business. (*Copy of Contract of Lease available upon request.*)

*Offer from the Department of Public Works and Highways (DPWH)* – On 31 July 2009, at its 1246<sup>th</sup> meeting, the UP Board of Regents approved the 13 July 2009 offer of the Department of Public Works and Highways (DPWH) for the purchase of certain portions of the Property, which will be affected by the road right-of-way/site of the proposed South Metro Manila Skyway Project, Phase 2. (*Copy of BOR Excerpts and DPWH letter offer attached.*)

### General Guidelines and Requirements

The preparation, submission and evaluation of bids shall be governed by these Terms of Reference.

*Invitation to Bid* - UP shall publish in at least two national newspapers of general circulation once a week for two consecutive weeks the Invitation to Bid for the lease of the Property, pursuant to Section 21 of Republic Act No. 9184. Information packages, which include the Terms of Reference, application forms, and other references shall be made available to interested proponents.

*TOR and Bid Documents* - The Terms of Reference (TOR) and bid documents can be secured upon payment of non-refundable fee of PhP5,000.00 at the following address:

#### **Special Bids and Awards Committee (SBAC)**

UP System Supply and Property Management Office (UPS-SPMO)  
Lower Ground Floor, Quezon Hall, University of the Philippines  
Diliman, Quezon City 1101

Submission of Prequalification Applications - Interested proponents shall submit applications for prequalification (including duly accomplished forms) to the SBAC at the following address:

#### **Special Bids and Awards Committee (SBAC)**

UP System Supply and Property Management Office (UPS-SPMO)  
Lower Ground Floor, Quezon Hall, University of the Philippines  
Diliman, Quezon City 1101

Deadline for submission of prequalification applications will be on \_\_\_\_\_. The SBAC shall evaluate all applications to produce a shortlist of prequalified proponents. (*Please see Section 5.0 for detailed Prequalification Requirements.*) All prequalified proponents will be eligible to submit formal proposals (bids) for the lease and development of the Property.

*Prebid Conference* - A Prebid Conference for prequalified proponents (bidders) shall be held on the date indicated in the published announcements. The Prebid Conference will clarify the bidding requirements and the Terms of Reference. Only written inquiries (e-mail or fax allowed) will be entertained prior to and after the Prebid Conference.

*Inspection of Property* - The property is available for inspection to all prospective bidders during business days and hours from Mondays to Fridays.

*Terms of Lease* - The lease of the property shall be for a period of five (5) years, renewable upon mutual agreement of the parties.

*Minimum Bid* - The Minimum Bid shall be Pesos \_\_\_\_\_.

*Bidder's Bond* - The Bidder's Bond shall not be less than 1% of the Minimum Bid. The Bidder's Bond shall be in the form of Manager's/ Cashier's Check issued by a reputable commercial or universal bank, to be submitted to the following address:

#### **Special Bids and Awards Committee (SBAC)**

UP System Supply and Property Management Office (UPS-SPMO)  
Lower Ground Floor, Quezon Hall, University of the Philippines  
Diliman, Quezon City 1101

*Submission of Sealed Bids (Proposals)* - All prequalified proponents shall submit a formal proposal for the planning, development, use and management of the Property. Said proposal shall include a detailed plan for developing the property with the proponent as prospective developer/lessee for five (5) years. Should the prospective developer desire a lease period exceeding five (5) years, the developer shall provide, in addition to the requirements for bidding, a "Multi-Year Comprehensive Development Plan", pursuant to Sec. 23(b) of RA 9500, which states that for leases of more than five (5) years: "*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.*"

These information shall be contained in the formal proposal consisting of two (2) parts: the Technical Proposal, and the Business Plan/Financial Proposal. (*Please see Section 6.0 for Contents of the Proposal.*) The proposals should be dropped at the designated drop box located at the following address:

#### **Special Bids and Awards Committee (SBAC)**

UP System Supply and Property Management Office (UPS-SPMO)  
Lower Ground Floor, Quezon Hall, University of the Philippines  
Diliman, Quezon City 1101

The deadline for submission of formal proposals (Technical and Business/Financial) will be on \_\_\_\_\_.

### Prequalification Requirements

The proponent must be a duly registered and existing corporation, which should be at least 50% Filipino-owned, with a minimum net worth of PhP \_\_\_\_\_ as of December 31, 2008, or as of the end of the company's last fiscal year. Said proponent should show adequate financial capacity and administrative capabilities to manage and lease the Property.

*Application Forms* - Deadline for submission of prequalification applications, using the prescribed forms, will be on \_\_\_\_\_ (*see Forms 1, 2, 3 and 4*).

#### Form 1 - Letter of Application

Name, address and signature of proponent  
Name, title/position and signature of authorized representative

#### Form 2 - Information on Proponent Firm

Name, business address, contact person(s), e-mail address and telephone/fax numbers of the firm  
Year established, country, type  
Firm's net worth (as of December 31, 2008, or as of the end of the company's last fiscal year)  
Narrative description of the firm.  
Append: Information on the key officials of the firm (i.e. President, Vice-President, CEO, Members of the Board of Directors).  
Append: Copies of business papers - SEC Registration, Business and Mayor's Permits, Tax Clearance.

#### Form 3 - Relevant Experience

A listing and brief description of the development projects undertaken by the proponent in the past five (5) years (tabulate project names, locations, project descriptions, project sizes [gross amount and area in sq.m.], clients' names/ addresses/tel. no./contact person, year started/completed, status to date)

**Form 4 – Audited Financial Statements**

Annual Reports for the previous three (3) years, containing audited financial statements.

**Contents of the Proposal**

Only prequalified proponents may submit their formal proposals (bids), consisting of two (2) parts: the Technical Proposal and the Business Plan/Financial Proposal. The deadline for submission of formal proposals will be on \_\_\_\_\_.

*Scope of Proposal* – The proposals for the planning, development and management of the Property shall include the following: detailed commitment as prospective long-term lessee in developing and using the property in accordance with applicable University policy and guidelines; strategies for management and use of the site; implementation schedules; amount and timing of investment outlays; detailed level of resource commitment.

It is understood that at the end of the proposed lease period, the existing structures in the property shall in no way be diminished; i.e. that structures of similar or greater value would have been erected to take their place.

The following information shall be contained in the proposal consisting of two (2) parts (Technical Proposal and Business Plan/Financial Proposal):

*Technical Proposal* – The Technical Proposal should be a Physical Development Plan which contains, among others, the following:

- Horizontal site amenities (roads, utilities and facilities)
- Vertical structures (footprints and massing)
- Landscaping
- Land Use Distribution
- Statement on compliance with government requirements and licenses for the site, including Environmental Compliance Certificate (ECC)
- Development timetable (consistent with timetables used in preparing the Financial Proposal).
- Other information which the proponent may find relevant.

Should the prospective developer desire a lease period exceeding five (5) years, the developer shall provide, in addition to the requirements for bidding, a “Multi-Year Comprehensive Development Plan”, pursuant to Sec. 23(b) of RA 9500.

Use of the leased premises shall be in accordance with all applicable University policy and government zoning and environmental regulations.

All drawings shall be submitted as Size A3 hard copy and as electronic file.

In the Technical Proposal, the proponents will be required to indicate the names of the key professionals in their design team (e.g. planners, architects and engineers), UP reserves the right to disallow any design professional (firm or individual) from participation in the project.

*Business Plan/Financial Proposal* – The Business Plan/Financial Proposal shall contain the following:

- Strategies and timetables for management and use of the Property
- Proposed rental or lease compensation to the University, the manner of its determination, and the timing of payment
- Proposed lease term: should be between five (5) and fifteen

(15) years, provided that should the prospective developer desire to lease the property for a period exceeding five (5) years, the developer shall provide, in addition to the other requirements, a “Multi-Year Comprehensive Development Plan”, in accordance with the pertinent provisions of RA 9500. The lease term (expressed in years and months) is the period at the end of which the proponent agrees to surrender the property to the University.

- Projected financial statements (balance sheet, cash flow, and income statements)
- Proposed financing strategy to implement projects
- Other information which the proponent may find relevant.

By virtue of a contract of Lease to be entered into between UP and the lessee that the University selects, the operation and management of the facilities built on the property shall be the sole responsibility of the lessee. The specific details of the agreement between UP and the developer/lessee governing the planning, development, management and operation of the project shall be embodied in the Contract of Lease.

*Number of Copies of Proposal* – The formal proposal consisting of the Technical Proposal and the Business Plan/Financial Proposal, shall be submitted in five (5) sets.

*Bidder's Bond* – The Bidder's Bond shall not be less than 1% of the Minimum Bid, based on the projected total compensation to the University for the duration of the lease period. The Bidder's Bond shall be in the form of Manager's/Cashier's Check issued by a reputable commercial or universal bank.

*Letter of Authority* – The proposal should also be accompanied by a Letter of Authority from the proponent firm's Corporate Secretary for a designated representative to participate in the bidding process.

**Evaluation of Proposals**

All proposals shall be evaluated by the SBAC. The evaluation criteria shall consist mainly of the following:

Technical Proposal	(50%)
Business Plan/Financial Proposal	(50%)

The SBAC shall evaluate the Technical Plans first. Subsequently, only those proposals with acceptable Technical Plans shall be evaluated for their respective Business/Financial Plans (which include lease offers). According to this procedure, the SBAC shall recommend an award based on the best business/financial offer; i.e. the proposal found to offer the best financial returns for the University.

**Summary Schedule of Activities**

- Published Announcement/Invitation to Bid – once a week for two consecutive weeks in at least two national newspapers of general circulation.
- Distribution of Terms of Reference – for a period of one week beginning on first date of published announcement/Invitation to Bid.
- Prebid Conference – as per published announcement/ Invitation to Bid.
- Submission of Bidder's Bond – to be announced.
- Submission of Sealed Bids (Proposals) – to be announced.
- Evaluation of Bids – within two weeks after deadline of submission of bids.



- Announcement of Winning Bid
- Signing of Contract of Lease
- Turnover of Leased Premises
- Waiver

THE UNIVERSITY OF THE PHILIPPINES RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS AND TO WAIVE ANY DEFECTS OR TO ACCEPT SUCH OFFERS AS MAY BE CONSIDERED ADVANTAGEOUS TO THE UNIVERSITY.

### Inquiries

All inquiries should be coursed to the following address:

#### **The Chair**

Special Bids and Awards Committee (SBAC)  
UP System Supply and Property Management Office  
(UPS-SPMO)  
Lower Ground Floor, Quezon Hall  
University of the Philippines  
Diliman, Quezon City 1101

Tel./Fax No. 926-4919  
Tel. No. 981-8500 loc. 2538  
e-mail: isagani.bagus@up.edu.ph

#### *List of Appendices:*

- Prequalification Application Forms
- Location/Vicinity Map
- Property Map
- Draft Contract of Lease

Board action:    **APPROVAL.**

### **1248<sup>TH</sup> MEETING, 28 AUGUST 2009**

**Letter dated 6 November 2009 of Mr. Benjamin L. Santos, Jr. and Mr. Jossel I. Ebesate, President and Secretary respectively of the All U.P. Workers Union, Manila Chapter addressed to the Chairman and Members of the Board of Regents on the UP-PGH Faculty Medical Arts Building (FMAB)**

Mr. Benjamin L. Santos, Jr. and Mr. Jossel I. Ebesate wrote to the Board on 6 November 2009 requesting the latter "to immediately remedy a serious oversight relative to the recent confirmation by the BOR of the Contract of Lease of the UP-PGH Faculty Medical Arts Building (FMAB) with the Daniel Mercado Medical Center in view of certain requirements set forth by Republic Act 9500 or the University of the Philippines Charter of 2008." They are requesting for the immediate cancellation of the aforementioned Contract until such time that the safeguards set forth by the UP Charter of 2008 (RA 9500) as stated in Section 23 thereof, have been met and satisfied. They fear that the continued implementation of this Contract in spite of its procedural infirmities would serve as a precedent in future transactions of the University, forever tarnish the image of the University, especially the Board of Regents, and open a flood gate of legal actions all the way to the Supreme Court.

Chair Angeles distributed copies of the handout titled "The Faculty Medical Arts Building Procurement Process Points to Consider." Hereunder are the pertinent points highlighted by the Chair:

- "1. The Contract and its procurement process will have to be reviewed by the Commission on Audit in terms of:

- a. Its compliance with the requirements of pertinent laws, rules and regulations for the alternative mode of Negotiated Procurement under EO 301, series 1987, and possibly RA 9184 which became effective in November 2004, and the guidelines on Joint Ventures including the prior Build-Operate-Transfer Law; and
  - b. Its adherence to the pertinent provisions in the New UP Charter (RA 9500) governing asset disposition and real properties of the University specifically the provisions of Section 23 of the UP Charter.
2. In view of the continuing rejection by quarters of the University, particularly its doctors, other medical staff, and personnel who are members of the official employees' union, the members of the Board should revisit the following facts:
    - a. The withdrawal of four (4) other prospective bidders, the second failure of bidding, the continued negotiation with D. Mercado Medical Center (DMMC) as sole pre-qualified bidder while the second bidding was ongoing, and the eventual Negotiation with DMMC as the lone pre-qualified prospective bidder.
    - b. The Contract was awarded to DMMC, a private hospital entity which was to operate the FMAB inside the premises of the PGH, the premier government hospital serving the needs of thousands of poor patients everyday, the recipient of large sums of public funds for its operations and maintenance annually.
    - c. The Contract was awarded to DMMC at the price of P1 million lease per month as estimated by UP (a rate reportedly lower than others in the vicinity), but with a modification of the Terms of Reference, the lease period was lengthened from 15 years to 25 years with possible extension of 5 years. If the TOR was changed, then there is need to comply with the provisions of RA 9184, and with Section 23 of the UP Charter.
    - d. The scope of works - which is not a straight lease, but includes civil works, conversion, rehabilitation and development - impacts on the capability and qualifications of the contractor, which is not contemplated under EO 301, s. 1987 but may be covered by the New Procurement Reform Act of RA 9184, and possibly the rules on Joint Venture, and the BOT Law. COA may have to understand fully the real nature of the contract and applicable laws, and whether all these were fully complied with by the parties.
  3. Since the Board of Regents is called upon, as the highest governing body of UP, the national university, to correct any anomaly and ensure that all laws, rules and regulations are complied with for University contracts, and other procurements, the following have to be carefully reviewed, since the Board's attention has been called by the official union composed of its administrative or non-teaching staff, and in order to avoid liabilities to its members:

The Board may have to await the COA Opinion/ Confirmation considering the following relevant and important facts about the Contract with DMMC:

- a. From September 2006 till August 2007, there were two failed biddings on the Project, with DMMC considered the sole pre-qualified bidder during the first bidding.
- b. From September 2007 till July 2008, actual search for qualified bidders was conducted, while at the same time negotiations were ongoing with DMMC as the pre-qualified bidder in the first bidding.

- c. The Contract was awarded in February 2009 to DMMC, and the Contract of Lease was signed on June 18, 2009 by President Emerlinda R. Roman and the DMMC representative.
- d. However, on April 29, 2008 the new UP Charter was signed into law by President Gloria Macapagal-Arroyo, several months BEFORE the contract award to DMMC, and MORE THAN A YEAR before contract signing and BOR Confirmation. Since the UP Charter had already been signed to law when contract negotiation was still on process, the pertinent provision of the new UP Charter should have been considered and applied prior to contract award and event contract signing.
- e. There was no COA Contract review five (5) days after signing on June 18, 2009. When the Board made its decision (on simple majority vote on August 13, 2009, not complying with the  $\frac{3}{4}$  required vote), this was without the benefit of such review and COA confirmation (as required by COA Circular No. 2009-002 which was already in effect as of May 2009), and without being informed of the stated non-compliance with the new UP Charter provision. Hence, the Board was not fully informed and advised of all these important developments and legal requirements when it deliberated no less than three times on this contract. In all its deliberations, the Board presumed regularity in the process.

Thus, it is prudent at this point to await the evaluation and confirmation of the Commission on Audit as the Constitutional body clothed with authority to review, evaluate, and assess the Contract, and suspend or defer any Inauguration planned for the purpose until this is fully cleared by COA."

The Chair reminded President Roman about two letters that he sent the latter earlier: the first was on October 21 where he reminded the President to refer the FMAB contract to the Commission on Audit, and the other one was on November 19 wherein he requested the deferment of any inauguration until the resolution of the issues. The Chair pointed out that he would like the Board members to hear the President's opinion on the matter.

President Roman said that on the Chair's directive that the contract be pre-audited based on the particular provision of RA 9184 regarding disposal of real property, the COA Circular states that only the following items shall be covered by pre-audit: "cash advances, payments of salaries and terminal leave benefits, payments for infrastructure projects, payments for road right of way, payments for procurement of capital assets, goods and services, payments made thru automatic debit advice (ADA), releases of funds to NGOs/POs, transfers of funds between government agencies subject to the exceptions provided in item 4.8 of the Circular, disbursements from trust funds of local government units, as limited in item 4.9, and disposal of real property and unserviceable property, subject to the limitations provided in item 4.10 of the same circular." As regards Section 4.10 of the same COA Circular, on the disposal of real property and unserviceable property, the President explained that this clearly shows that the subject Contract of Lease entered into with the Mercado Group is not covered by this particular provision. That was also the explanation given by the Resident Auditors of UP Diliman and UP Manila. The Contract requires a review after its confirmation by the Board. This is now being done by COA.

Chair Angeles asked the President to formally write the Commission on Audit clarifying this matter to them in order to protect the members of the Board from a possible suit. President Roman replied that they would try to get written comments from COA.

Chair Angeles then said that he wanted to put on record that he did not vote for this project. President Roman said that it is on record that the Chairman did not vote for it. The Chair then asked each Regent whether or not he/she voted for the FMAB.

The Chair, considering the very consistent protest of the All UP Workers Union and citing provisions of RA 9184 and 9500, said that the BOR members who have not voted for this project should express categorically that they did not vote for it.

President Roman emphasized that the matter is reflected in all the pertinent Minutes.

For the guidance of the Board, President Roman explained that the project was approved in the year 2005, when RA 9500 had not yet been issued. When the concept was approved, UP Manila started to work at the Terms of Reference for the project which was later on approved by the BOR in 2006, 2 years before the approval of the UP Charter. When the Board approved the Terms of Reference in 2006, that gave UP Manila the go-signal to start the bidding process which went on from 2006 to 2008. There were two (2) failed biddings. UP Manila was careful that every time they negotiated, they went back to the Board. When everything was decided with guidance from the Board, Regent Sarmiento and his group worked on the Contract and it was only finalized in 2009.

Chair Angeles opined that since there was no Award to the Contractor in 2008 and that there was no BOR confirmation, the Board should follow the procedure in RA 9500. President Roman stressed that the project was approved in 2005 and that this has been cleared with the lawyers.

Regent Cabrera informed the Board that upon reading the letter of Mr. Santos and Mr. Ebesate he was surprised that the issues raised by the two never cropped up in any of the BOR discussions of the FMAB. There could be possible violation of RA 9500. For one, Regent Cabrera said that in case of two 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).

Another issue raised by Regent Cabrera is the required vote to confirm the Contract. Under the New Charter, if the contract or transaction involves an amount more than Fifty Million Pesos (P50,000,000.00), it shall be approved by three fourths ( $\frac{3}{4}$ ) of all the members of the Board.

The Staff Regent is concerned that the Board may have violated a provision of RA 9500.

President Roman explained that the safeguards mentioned in Section 23 of RA 9500 are not applicable to the FMAB Contract. It is specifically stated in the last sentence of Section 23 (d) of RA 9500 that the said provision (meaning Section 23 of RA 9500) "shall not apply to leases granted to faculty and staff as part of their benefit and made for academic purposes."

Looking at the objectives of the FMAB project, it is clear, the President said, that the Contract of Lease is an academic benefit in nature since the primary objective of the FMAB is to provide a "centralized teaching, training and research-related facility for the faculty, students, trainees, apprentices, medical residents and fellows."

In her letter to Mr. Santos and Mr. Ebesate, copies of which were distributed to the Regents, President Roman pointed out that on the issue of the voting of the members of the BOR on the confirmation of the subject Contract of Lease, the records would show that the said Contract was confirmed by a majority of the members of the Board during its August 2009 meeting. The vote requirement is not  $\frac{3}{4}$  but a simple majority as it does not involve an expenditure of P50,000,000.00 by the University but a receipt of One Million Pesos per month.

Regent Cabrera argued that the Contract contemplated by RA 9500 is a not a Contract between the University and its faculty or its

staff. The FMAB Contract is one between the University and a private entity. Regent Cabrera believes that the project would be exempted from the safeguards provided by RA 9500 if the Contract is initiated by the faculty or staff. The FMAB project from the point of view of the Staff Regent is governed by the safeguards provided for by the New UP Charter.

Regent Taguiwalo mentioned that it is important for the Board to agree on whether the Contract is covered by RA 9500 or not. If Daniel Mercado came in only in 2009, she said that the Contract is covered by RA 9500. It is clear that the award is with a private entity, not with the faculty, not with the faculty organization or a staff entity within UP. She therefore, agrees with the interpretation of Regent Cabrera. Regarding the vote requirement, the Faculty Regent said that the Contract with Daniel Mercado involves an amount which is more than P50 Million pesos. Thus, the  $\frac{3}{4}$  vote requirement is needed if RA 9500 applies in this particular case.

President Roman stressed that Daniel Mercado was already part of the bidding process when it started in 2007.  $\frac{3}{4}$  votes of the Board approved the Project in 2005. The Terms of Reference was approved in 2006, the process for identifying the bidder started in 2007 and Daniel Mercado Medical Center was always in the process. It is not as if they came on board only in 2009.

Regent Gonzalez said that the Contract was well-studied by no less than Regent Sarmiento and herself and that like the others, they are concerned with the University, what is good for it, what is good for the faculty and what is good for everybody. They would not take up any Contract which would be contrary to the interest of UP and its community. The Regent said her concern for the UP is 10 times the others because she has been sitting in the Board for a long time without any remuneration.

Regent Pascual informed the Board that the issue is not new to him. Way back in September, before the BOR meeting in Baguio, the Regent said that he raised this particular issue with the Vice President for Legal Affairs, now present to attest to that. Vice President Te gave him the answer, similar to what the President is explaining now. The important thing to note, according to Regent Pascual is that the transaction involved pertains to a project that was approved in 2005. As far as he is concerned, the Project was already taking its course and going through the process based on the laws and regulations applicable in 2005. An intervening law like the New UP Charter, according to Regent Pascual, will no longer apply to this particular case because the motion has already been started for this Project. This is the reason, Regent Pascual said, why he did not raise this issue anymore in the UP Baguio meeting. He was convinced with the explanation given to him. If it is not covered by the new law, then the fairness opinion requirement does not apply nor the  $\frac{3}{4}$  vote by the members of the Board.

Regent Cabrera pointed out that the issue actually boils down to whether or not the FMAB Contract is covered by RA 9500. He agrees with the position that RA 9500 cannot be applied retroactively. But the FMAB Project, he said, has not been perfected when RA 9500 became operational. He asked if the Project is still not covered by RA 9500.

The Staff Regent asked which body would be the appropriate authority to advise the Board on this issue. He recalled that on the "back COLA" issue, one option suggested was to get the opinion of the Department of Justice.

Chair Angeles said that since the UP Charter had already been signed to law when the contract negotiation was still in progress, the pertinent provision of the new UP Charter should have been considered and applied prior to contract award and even contract signing. There was no COA Contract Review 5 days after signing on June 18, 2009 and the Board did not comply with the  $\frac{3}{4}$  required votes. The Board was not fully informed and advised of all important developments and legal requirements when it deliberated no less than three times on the contract. Therefore, the Chair said it is prudent at this point to

await the evaluation and confirmation of the Commission on Audit as the constitutional body clothed with authority to review, evaluate and assess the Contract. He also suspended/deferred any inauguration planned for this purpose.

Chair Angeles then recommended to the Board that the issue be referred immediately to the Commission on Audit.

President Roman said the Contract was referred by UP Manila to COA a day after it has been confirmed by the Board.

Regent Taguiwalo thinks that, while the COA audit is going to be helpful, it is still important to come up with a resolution about RA 9500's applicability to the Contract and if they could not agree on that, what other options should they take to make sure that the spirit and intent of RA 9500 apply.

Regent Pascual requested the Vice President for Legal Affairs to enlighten them as to the logic of his opinion that RA 9500 does not apply to the FMAB Project.

Vice President Te explained that RA 9500 is a new law which came in April 2008 when transactions were already in place and were ongoing before the Charter took effect. The general rule is that the law is not retroactive. When the law retroacts, the law specifically says it will retroact, and RA 9500 does not say so.

As to the question on whether or not there is retroactivity or prospectivity on the FMAB Contract, Vice President Te said that there would be no retroactivity because the Project was approved already in 2005 and its Terms of Reference in 2006.

Regarding Section 23 which is cited by the Union in its letter, Vice President Te said that Section 23 particularly pertains to a General Policy on non-dissipation of the value of the assets of the University. Particular transactions apply under Section 23 one of which would be any transaction involving expenditure on the part of the UP or loss of the assets to sale or disposition. The FMAB Contract does not involve dissipation of assets, rather it involves an asset that now acquires greater value. Therefore, it is consistent with the general rule in Section 23 on non-dissipation of assets.

Vice President Te said that the provision of  $\frac{3}{4}$  vote in relation to transactions involving 50 Million pesos falls within the general rule under Section 23. The University and its officials now have the positive duty to maintain if not enhance the value of its assets in line with the flexibility given to the University by its Charter. It is in this light that he recommended that the  $\frac{3}{4}$  vote does not apply in the FMAB project. Besides, this Contract has already been approved by previous Boards before the Charter came into effect. He assured the Board that he has reviewed the Contract in relation to the Charter and all existing laws.

Chairman Angeles said that since the awarding of the Contract and the signing of the Contract of Lease have been consummated after the New Charter was signed into law on April 29, 2008, this could be questioned in Court. The Contract may be beneficial to the faculty but the thing is, there is a law to be followed and a COA Contract Review required.

At this point, President Roman said that the Chair kept on harping that the Contract should have been pre-audited when in fact it should not be pre-audited. She said that she has basis for her opinion and that the University is conscious about the rules. She even mentioned that UP Manila submitted the Contract to COA a day after its confirmation. The Chair, however, seemed to insinuate that anomalies attended the process. First, he insisted that the Contract be pre-audited when the rules are clear that this Contract is not covered by pre-audit. Then, he now says the Contract should have been submitted to COA for contract review. UP Manila submitted the Contract to COA on 22 October 2009, one day after the Board confirmed it, which is the practice in UP. As if not convinced by the President's statement, the Chair asked for a copy of the letter. The President put on record that she resents this and she would write about this.

Chairman Angeles explained that he just wants to protect the Board from any liability.

Regent Chua moved that the matter be submitted to the Department of Justice for an opinion. Regent Cabrera seconded the motion. There being no objection, the Board decided to refer the issue to the Department of Justice.

#### 1249<sup>TH</sup> MEETING, 25 SEPTEMBER 2009

#### Liham ng Pangulo ng All-UP Workers Union na may Petsang 6 Oktobre 2009 para sa Kahilingan na Ikonsidera ng UP Board of Regents ang Ibinigay nitong Pahintulot sa PNOC Upang Magsagawa ng Assessment sa mga UP Land Grants

Nakasaad sa ilalim ang nilalaman ng liham:

*"Nais naming ipaabot na kaisa po ninyo kami sa pag-iisip kung papaano tayo magkakaroon ng dagdag na pondo para matustusan ang pangangailangan ng Unibersidad sa lahat ng programa nito dahil hindi sapat ang ibinigay na pondo ng ating pamahalaan. Kabilang sa ginagawa ng unyon ang pagdalo sa mga ginaganap na budget hearing, pag-lobby sa mga kilalang kongresista at iba pa.*

*Sa paghahanap ng pondo ay hindi rin naming kinakaligtan ang pagsasaalang-alang kung may mga sector na maaaring maapektuhan nito, lalo na kung may mga imprastrakturang itatayo at kung may masamang epekto ito sa kalikasan at kapaligiran.*

*Subalit tila yata sinusubok ang mga nagiging desisyon ng UP Board of Regents, o nagkataon lamang na sa katatapos na meeting noong Septembar 25, 2009 sa UP Baguio, ay binigyan nito ng pahintulot ang PNOC DMC na magsagawa ng assessment sa mga UP Land Grants upang magtukoy ng mga potensyal areas na maaaring mapagkunan ng geothermal energy reserves, wind power, hydro resources (water supply and hydroelectric energy) na tutungo sa posibleng joint venture corporations with UP and relevant third parties.*

*Pagkatapos ng pulong ng BOR ay nagsisimula na noon ang pag-ulan sa Metro Manila at karatig bayan na humantong sa napakalagim na pangyayari ang pagbuhos ng napakalakas na ulan at nagdulot ng napakatinding pagbaha na kumitil sa buhay ng mahigit na 150 katao, nagwasak sa napakaraming bahay, negosyo, pananim na walang pinili mahirap man o mayaman.*

*Mga iginagalang at minamahal naming mga miyembro ng UP Board of Regents, taos puso po naming ipinaabot sa inyo na sana'y mabigyan niyo ng konsiderasyon ang inyon ibinigay na pahintulot sa PNOC DMC na magsagawa na ng assessment sa mga UP Land Grants, sa partikular hinihiling namin na bago pa muling bigyan ng pahintulot ang PNOC DMC ay magsagawa muna ang UP Board of Regents ng public hearing sa UPLB constituents upang marinig ang iba't ibang mga saloobin, ideya at mga pananaw sa isasagawang assessment ng PNOC. Kung inyong mamarapatin iminumungkahi din po naming na sana ay alamin din ng UP Board of Regents ang mga sumusunod na impormasyon/datos:*

1. Report ng UPLB administration sa mga naisagawa ng kahalintulad na proyekto sa mga UP Land Grants, kung nagkaroon na ito, upang malaman kung may mga naging epekto ito sa kalikasan at kapaligiran;
2. Pagsumitihin din ang PNOC ng mga lugar/area na kung saan ay nakapagsagawa na ito ng kahalintulad na proyekto upang malaman natin ang mga naidulot na kabutihan nito sa ating kalikasan at mamamayang naninirahan malapit sa mga itinayong proyekto nito; at

3. Mag-ulat ang PNOC hingil sa operasyon ng MAK-BAN Geothermal Power Plant sa Laguna na kung saan ang nasabing Plant ay may butas o "wells" na nasasakupan ng Makiling Forest Reserve, UP Los Baños.

*Naranasan natin nitong nakaraang mga araw ang matinding pagbaha, na sinasabing bahagi na din ito ng epekto ng climate change, sana'y maging isa tayo sa pagpigil upang hindi na lalong lumala ang pagkasira ng ating kalikasan at kapaligiran at lalong hindi ito sapitin ng ating mga anak at susunod na mga saling lahi."*

**Board action: NOTATION.**

*N.B. President Roman said that the Union is again questioning a unanimous decision made by the Board.*

*Regent Cabrera explained that he does not completely agree with the Union's intention considering that the Contract has been signed by the President and is just awaiting confirmation by the Board. He suggested that the BOR's confirmation of the Contract be temporarily deferred and that the Sectoral Regents be allowed to launch a forum on the issues pertinent to the PNOC project. If the two Sectoral Regents would agree, he is suggesting that the forum which is in the form of consultation be held for UPLB constituents who have asked questions as to whether PNOC could present similar projects that it has already undertaken. In this way, they would see the effects of such projects especially on the environment or on climate change. The Regent believes that the intention to develop geothermal energy is good. However, there are issues that need to be clarified, e.g. who would benefit from the project.*

*President Roman said that she could not understand how to operationalize Regent Cabrera's suggestion: to defer the confirmation of the Agreement, the process will continue but at the same time he wants to constitute another process.*

*Regent Taguivolo clarified that the PNOC Contract would be taken up under agenda items for confirmation. They could raise some questions later when the particular Contract is discussed by the Board.*

*Chairman Angeles said that the matter has been approved by the Board and has been discussed. Regent Taguivolo said there was really no problem because nobody raised a Motion for Reconsideration.*

*The Agenda item was noted by the Board.*

#### Further Update on the Case Against Former Student Regent Hannah Serana

Hereunder is a further update on the case against former Student Regent Hannah Serana from the Vice President for Legal Affairs.

*"Upon formal inquiry by our Office, through the Deputy General Counsel for Judicial Services, we have been informed by the Clerk of Court of the Sandiganbayan, 5<sup>th</sup> Division that the warrant of arrest issued by the Sandiganbayan against former Student Regent Serana cannot and has not been served because she (and her co-accused, her brother Ian) cannot be found. They both jumped bail and, as such, are considered fugitives.*

*Pending their arrest, the case for estafa filed against them has been archived, starting in 2009." (Memorandum No. TOT-2009-157, dated October 23, 2009)*

**Board action: NOTATION.**



## Report of the Campuses on the Military Presence

- a. UP Manila
- b. UP Mindanao

Student Regent Bañez reminded the Board that on the 25 September 2009 meeting of the Board in UP Baguio, Regent Sarmiento suggested that President Roman request report from the Chancellors of the different CUs as regards military presence in their respective campuses. The Student Regent said that her Office expresses appreciation for the reports submitted by UP Manila and UP Mindanao. The Chancellor of UP Los Baños in a letter dated 16 November 2009 updated the Board of Regents on two items raised during the last BOR meeting, as follows:

### 1. *Statement from the Chancellor that he is condemning the branding of some UPLB students and faculty as communists/terrorists*

According to Chancellor Velasco, UPLB is dealing with the issue of branding of some students and faculty as communists/terrorists in a way they deem best. "While the act of unanimously issuing malicious publicity materials against certain group is condemnable in nature, we opted to deal with it in a civil manner because we are in a university. As such, our response should be in a balance with academic freedom and freedom of expression. We believe that the issuance of a statement of condemnation, as demanded from me by the Student Regent and by the group at UPLB calling themselves SAKBAYAN, is tantamount to preventing any individual, group or sector, for that matter, to air their concerns without fear of retaliation or intimidation."

### 2. *Chancellor's Report on the Alleged Militarization of UPLB*

In the aforementioned letter, the UPLB Chancellor "forcefully and categorically denies the alleged militarization of UPLB campus, in particular to suppress or subvert student activism in the campus."

The recent entry and visits to the Campus by military personnel were part of UPLB's efforts to actively participate in the initiatives of the local government for peace and order in the community. Moreover, military personnel have also actively participated in the recent collection, repacking and transporting of relief goods in the campus for the victims of Typhoon Ondoy.

Regent Bañez informed the Board that she did some research on the materials submitted by Chancellor Velasco as part of his report. For instance, Mr. Krestoric C. Magbanua, mentioned in the letter of the Chancellor as the National Chairperson of the Confederation of the Advocates for Development and Reform (CADRE), has branded youth formations, i.e. Anakbayan, League of Filipino Students as members of the CPP-NPA-NDF. Now, the Student Regent said, Mr. Magbanua has written to the Chancellor, affirming the statement from the students that indeed he was invited to the Centennial Youth Forum which was spearheaded by the Laguna Peace and Order Council in cooperation with the Office of Student Affairs of UPLB.

The Chair asked Regent Bañez what she expects the Board to do.

Regent Bañez said that the Memorandum issued by Chancellor Velasco does not reflect what was actually agreed upon during the last BOR meeting.

Chancellor Velasco, who was invited for this particular issue, informed the Board that he has condemned that act of red tagging of his students and faculty.

The Student Regent pointed out that nowhere in the memorandum of Chancellor Velasco could one find the explicit condemnation by the UPLB Administration of the red tagging of its students and faculty.

Chancellor Velasco explained that they have to be careful about certain balancing act of curtailing rights of certain individuals in the University against academic freedom. The University is well known

as an institution respecting academic freedom and that they are trying to do that to the best of their ability.

Regent Taguiwalo said that they would not violate anyone's right by doing what was agreed upon in the September 25 Board meeting. They are just asking the UPLB Chancellor to condemn unsigned letters branding many students as communists/terrorists and several faculty members as communists/sympathizers. She said she has submitted several sources, like the 2008 US State Department Report on the Philippines which noted that the Philippine Government's counter insurgency strategy presumed that some civil society groups had ties with the CPP or NPA and alleged that security forces treat these leaders and community organizers as legitimate targets. She also cited the killings of Prof. Jose Ma. Cui of the University of Eastern Philippines and of Prof. Rodrigo Catagayong of the Eastern Samar State University. These professors were named or included in the so-called "Order of the Battle" for allegedly supporting the communist parties' armed wing.

Chairman Angeles asked the Faculty Regent what she expects the UPLB Chancellor to do.

Regent Taguiwalo said that the Chancellor could not place on the same weighing scale what the students of UPLB are doing vis-à-vis the Office of Student Affairs. They could file charges against students who are known and identified or are enrolled in the University. The Administration could always run after them if they feel that the students violated any rules of the University. In the meantime, anonymous letters have circulated twice in UPLB, she added.

Regent Bañez reiterated that the students' only requests are for the UPLB Chancellor to: (1) issue an explicit statement saying that he is condemning the communists/terrorists tagging of the students and faculty members of UPLB, and (2) not allow the Office of Student Affairs to be used or to use the UPLB as a venue for the proliferation of military propaganda.

Chair Angeles asked if doing what the students want the Chancellor to do would not endanger the Chancellor's life. Chancellor Velasco replied that he might be exposed to known entities that would threaten his life.

Regent Bañez commented that what Chancellor Velasco has mentioned is not grave as compared with a student/faculty to be tagged as communist or terrorist.

Chancellor Velasco stated that there was no mention of terrorism for that matter. It was clearly communism only and yet he still has to hear from the students themselves like SAKBAYAN, USC, Perspective and the groups of the Student Regent that they are not communists.

Regent Bañez said that there is really an explicit statement that those students and faculty are not only branded as communists or fronts of the CPP-NPA-NDFP but also terrorists. She then said that she wanted to put on record that she is Not a Communist.

Regent Pascual said that it is enough for him to know that the UP Los Baños Administration headed by Chancellor Velasco is not the one originating the questioned statements. It is enough that the Chancellor himself does not agree with what is going on, the circulation of unsigned letters. The name tagging or branding is going both ways. It is a two-way exchange of unsigned letters. Regent Pascual wonders what the UPLB Administration can really do. A statement of condemnation could even endanger the life of the Chancellor. The Regent added that the Board should not dictate on the Chancellor of any CU what he/she has to say.

Chair Angeles added that if the students could exercise academic freedom, the Chancellor or anybody for that matter in the UP administration could also exercise academic freedom.

Regent Taguiwalo clarified that there was never an issue that Chancellor Velasco was responsible for circulating the unsigned letters. What they ask of the Chancellor is to condemn the unsigned letters because one cannot cite academic freedom to defend unsigned letters which attack the constituents and legitimate students. It is a different

matter if one says that the other side is doing it because these are students enrolled in UPLB. They can easily be traced. They even hold rallies in front of the Office of the Chancellor, in the exercise of their academic freedom. It would be a different thing to defend the academic freedom of non-UP entities hiding behind unsigned letters branding students and faculty members as communists/terrorists. The President herself has taken a strong stand vis-à-vis human rights violation or perceived to be human rights violation. There are several University Council Resolutions to that effect, so it is not a question of dictating it. It is also upholding the cherished principle of the University vis-à-vis academic freedom and the freedom to criticize within the University, the Faculty Regent added.

### 1250<sup>TH</sup> MEETING, 21 OCTOBER 2009

#### Motion for Reconsideration of the Board's Decision on the Disciplinary Case Involving Six (6) School of Economics Students

At its 1250<sup>th</sup> meeting held on 21 October 2009, the Board did not give due course to the "Motion for Reconsideration on the disciplinary case involving six (6) School of Economics students." However, the Board agreed to discuss in its next meeting the possibility of holding a dialogue with the University Council, including the possible creation of a Committee for this purpose.

Following the aforementioned agreement and upon the suggestion of Regents Cabrera and Pascual, the Board constituted the Committee that would dialogue with the University Council. Chaired by Alumni Regent, Alfredo Pascual, the Committee is composed of Faculty Regent Judy Taguiwalo, Staff Regent Clodualdo Cabrera and Student Regent Charisse Bernadine Bañez.

### POLICY MATTERS

#### Proposal to Increase the University Professor/University Professor Emeritus Grant from PhP200,000 to PhP250,000

The University Professor and University Professor Emeritus Grants were established by the Board of Regents at its 1137<sup>th</sup> meeting on 25 November 1999 and 1203<sup>rd</sup> meeting on 24 November 2005, respectively.

In recognition of their outstanding scholarship and achievements in their respective fields, the University Professors and University Professors Emeriti may be given a PhP200,000/annum grant through a research contract in order to support their researches and creative works. So far their outputs have been published in reputable journals/books or exhibited/performed.

Since 15%-20% of the grant is deducted in the form of withholding tax, the BOR approved in its 1207<sup>th</sup> meeting on 31 March 2006 the proposal to make the grant of PhP 200,000 net of tax.

Thus, the original amount of the grant of PhP 200,000 is circa 1999 while the PhP 200,000 net of tax is circa 2006.

It is now proposed that the University Professor/University Professor Emeritus Grant be increased to PhP 250,000/annum, net of tax, effective upon approval of the Board.

Board action: APPROVAL.

#### Renaming of the "Learning Resource Center" to the "Teaching and Learning Resource Center", UP Visayas

##### Rationale

The Learning Resource Center (LRC) was established primarily as a systematic academic and psychosocial support program for the

Excellence-Equity Admissions System (EEAS) adopted by the UP System. The Center is envisioned to provide students with necessary assistance that will further enhance and enrich their quality of life on campus. Its main task is to provide instructional support services to UP students to ensure that the goal of promoting academic excellence will be realized in a more caring and nurturing environment. It is to administer learning assistance programs designed not only for freshmen but also for all other students in the University.

When the LRC was established in the Miag-ao and Iloilo City campuses under the Office of the Vice-Chancellor for Academic Affairs in 1997, it became an integral part of the University's democratization initiatives and continued to assist in maintaining its academic standards through its instructional and enrichment program. It began implementing the Summer Bridge Program (SBP) and provided tutorial services for students.

As the Center continues to implement learning assistance programs for students, it has also found the need to provide support structures that would enhance teaching competence among faculty. It therefore began to conduct training workshops/seminars on teaching principles and methods in collaboration with the Division of Professional Education, College of Arts and Sciences. It also made available to faculty resource materials on teaching through its newsletter and the Teaching Excellence Library.

The vision, mission, functions, and programs of the LRC have therefore evolved through time to cater not only to the needs of the students but of the faculty as well.

At present, the LRC Director also serves as Chairperson of the Peer Review of Teaching Committee (PeRTCom), which is the coordinating body of the Peer Review of Teaching Program (PRTP) in UP Visayas. The Center therefore facilitates the conduct of orientation seminars on the program as well as the training of peer observers (POs) in the different UPV campuses.

The expansion of the Center's functions and programs call for a more appropriate name for the unit. It is therefore proposed that the "Learning Resource Center (LRC)" be renamed as the "Teaching and Learning Resource Center" (TLRC).

Board action: APPROVAL.

#### Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Dr. PHILIP J. PIPER, Associate Professor, Archaeological Studies Program, Effective 1 November 2009 until 31 May 2010

Dr. Piper is a British national who obtained his Ph.D. in Bioarchaeology from the University of York, United Kingdom in 2003. He has published in ISI-indexed, non-ISI refereed international and local journals, and books. The most recent are five articles published in the July-August 2009 issue of the ISI-indexed journal *International Journal of Osteoarchaeology* and an article published in the *Journal of Archaeological Science* in June 2009. In 2008, his other research works were included in the *Biological Journal of the Linnean Society*, *Indo-Prehistory Association Journal*, *Antiquity*, *Hukay*, and *Palaeogeography, Paleoclimatology, Paleoecology*. He wrote a chapter in a refereed international book entitled *Islands of Inquiry (B.S.): Colonisation, Seafaring and the Archaeology of Maritime Landscapes*, which was published by Terra Australis. He has also five other papers accepted for publication in journals and co-authored seven chapters in an international monograph series which is currently in press. He has presented in various international and local conferences and served as peer-reviewer for some international publications.

Dr. Piper has demonstrated a very satisfactory teaching performance as reflected in his 1.65 average SET score for 1<sup>st</sup> semester and 1.60 for 2<sup>nd</sup> semester, AY 2008-2009. He handled the courses Archaeo 2, Archaeo 242, Archaeo 270, Archaeo 298 and will handle Archaeo 399 this 2<sup>nd</sup> semester. He served as thesis adviser and panel

member during the 1<sup>st</sup> semester and has ongoing thesis/dissertation advises this 2<sup>nd</sup> semester.

Dr. Piper's services and expertise are needed in the ASP. He has met all the minimum requirements for tenure, however, his foreign citizenship prevents ASP from recommending him for tenure. Based on the opinion issued by the Diliman Legal Office in June 2004 regarding Prof. Jean Christopher Gallard's case, foreign professors cannot be appointed to a permanent item.

Board action: APPROVAL.

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Dr. MARIA CATALINA T. DE LUNA, Assistant Professor 1, Department of Basic Veterinary Science, College of Veterinary Medicine, UP Los Baños, Effective 1 November 2009 until 31 May 2010**

Dr. De Luna is an Assistant Professor 1 in the Department of Basic Veterinary Sciences, College of Veterinary Medicine. She has satisfied two (2) of the three (3) basic requirements for tenure in the University: a graduate degree and high evaluation ratings from her students. The publication requirement shall have been met by December 2009 with the acceptance of her paper entitled "Effect of total submandibular sialoadenectomy on the preputial and bulbourethral glands of sexually mature rats" by the *Philippine Journal of Veterinary Medicine*.

The waiver is being requested as a stop-gap measure for her services in the University.

Board action: APPROVAL.

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Ms. MA. TERESITA B. OSALLA, Assistant Professor 1, Department of Development Broadcasting and Telecommunication, College of Development Communication, UP Los Baños, Effective 1 November 2009 until 31 May 2010**

Ms. Osalla was appointed Assistant Professor 1 on November 14, 2006 in the Department of Development Broadcasting and Telecommunication, College of Development Communication. She obtained a graduate degree in the 1<sup>st</sup> Semester of SY 2003-2004 and consistently earned high evaluation ratings from her students. Her article titled "ICTs and Community Media: Process Documentation of Setting-Up an Enhanced Community Communication Station" has already been accepted for publication in the *Philippine Journal of Development Communication* which will come out in December 2009.

The waiver is being requested as a stop-gap measure for her services in the University.

Board action: APPROVAL.

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Dr. GERALD F. QUINITIO, Assistant Professor 4, Institute of Marine Fisheries and Oceanology, College of Fisheries and Ocean Sciences, UP Visayas, Effective 1 November 2009 until 31 May 2010**

Dr. Quinitio's research paper entitled "Development of the Gastrointestinal Tract and Associated Organs of the Rabbitfish, *Giganus guttatus* (Bloch) Larvae" was accepted for publication in the *UPV Journal of Natural Science, Volume 13, No. 2 (2008)*. The journal is expected to come out in October 2009 as certified by Dr. Philip Ian Padilla, Executive Director.

Board action: APPROVAL.

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Prof. ROBERTO C. BASADRE, Assistant Professor 5, UP Visayas Cebu College, Effective 1 November 2009 until 31 May 2010**

Educational Background

- Bachelor of Science in Civil Engineering, Cebu Institute of Technology, 1993
- Master of Education (Mathematics), UPV Cebu College, 2005

Employment Record in UPV

RANK	PERIOD OF APPOINTMENT
Instructor 1 (substitute)	6/01/2003 – 10/31/2003
Instructor 1 (temporary)	11/01/2003 – 02/14/2007
Assistant Professor 1	02-15/2007– 03/31/2008
Assistant Professor 5	04/01/2008 – 10/31/2009

- Obtained "Excellent" and "Very Good" ratings for his teaching performance
- Regularly observes consultation hours with students
- Initiates bridge sessions with his students who have learning gaps in the content continuum

Extension manuals and instructional materials developed

- An Instructional Module: Statistics for High School Students;
- Mathematics Reviewer for Licensure Examination for Teachers (2006);
- Mathematics Reviewer for Math majors (2006);
- Mathematics for All (2002);
- Book of Abstract Reasoning (2003); and
- The Quiz Book (2000).

Involvement in community and extension services

- *Collaborator and Trainor*: Department of Education Cebu City Divisions, Certificate Program in Elementary Mathematics Teaching, 2008;
- *Math Reviewer*, Licensure for Teachers, 2000- present
- *Trainor*, Collaboration for the Upliftment of Basic Education (CUBE) Phase 2, May 2007
- *Coordinator*, Math Enhancement Program, January-February 2006;
- *Facilitator*, Bantayan Island Teacher Training Program, August 2006;
- *Facilitator*, Alternative Classroom Teaching Strategies (ACTS, 2005);
- *Coordinator*, Summer Bridge Program, May 2005
- *Trainor*, Collaboration for the Upliftment of Basic Education (CUBE) Phase 1, October 2004; and
- *Facilitator*, Mathematics Teachers Guild of the Philippines, 2003

Prof. Basadre was also behind the UP High School Student Council's "Academic Mentoring Program", a project which won for UPV High School Cebu the recognition as one of the 2007 National Awardees in Search for the Ten Accomplished Youth Organizations (TAYO).

Research Publication for Tenure

- Basadre, Roberto C., Judee Marie Ricana-Basadre, and Annabelle G. Maglasang, "Effectiveness of Service Learning in

Improving Academic Performance". In *Nexus*, Vol. 14, 2008-2009 issue pp 50-58.

The UPV Academic Personnel and Fellowship Committee in its October 12, 2009 meeting, recommended the temporary waiver of Article 178 of the UP Code in favor of Prof. Roberto C. Basadre to facilitate the renewal of his appointment.

Board action: APPROVAL.

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Prof. RICA P. CAINGLET, Assistant Professor 1, College of Arts and Sciences, UP Visayas Effective 1 November 2009 until 31 May 2010**

Educational Background

- Bachelor of Science in Chemistry, UP Diliman, 1993
- Master of Science in Chemistry, UP Diliman, 2006
- Licensed Chemist

Employment Record in UPV

RANK	PERIOD OF APPOINTMENT
Instructor 1	6/01/1994 – 12/31/1996
Instructor 4	01/01/1997 – 06/30/2000
Instructor 5	07/01/2000-05/31/2002
• <i>Non-renewal of appointment; she was covered by the up-or-out policy (Article 177)</i>	
Lecturer 2	06/13/2006 – 10/31/2006
Asst. Professor 1	11/02/2006-10/31/2009

- Will conclude the maximum allowable period of three years service as Assistant Professor on October 31, 2009
- Consistently obtained "Very Good" to "Excellent" ratings for her teaching performance
- Currently, Chairperson, Department of Chemistry, College of Arts and Sciences

Research Involvement

- Cainglet, Rica P., Stephen Lee, Arnie R. de Leon, and Girlie Naomi N. Sison. 2006. "Electrochemical and Spectroscopic Studies of CO<sub>2</sub> Reduction Product Using Polynuclear Rhenium Complexes". In *Proceedings of the 21<sup>st</sup> Philippine Chemistry Congress, 2006*.
- Cainglet, Rica P., 2007. "Electrolytic Reduction of Carbon Dioxide Using Polynuclear Rhenium (1) Complexes". In *27<sup>th</sup> Annual PAASE Meeting & Symposium and 2007 International Science and Technology Conference. Best Scientific Poster*

She is currently part of the research team on the bio-ethanol project of UP Visayas.

Status of her article for publication

- Cainglet, Rica P., 2007. "Evaluation of antioxidant Properties of Bignay (*Antidesma bunius*) and Duhat (*Syzygium cumini*) wines using FRAP, DPPH and total Phenolic Content Assays" In *UPV Journal of Natural Sciences*

The Executive Editor of the said journal, Dr. Ebonia B. Seraspe, certified (dated October 8, 2009) that the paper is not yet ready for publication in its current form but could be published after some minor revisions. The manuscript has to be revised to satisfy the comments and suggestions of the reviewers of her paper.

The UPV Academic Personnel and Fellowship Committee in its October 12, 2009 meeting, recommended the temporary waiver of Article 178 of the UP Code in favor of Prof. Rica P. Cainglet to facilitate the renewal of her appointment.

Board action: APPROVAL.

**Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Prof. CONCEPCION P. PONCE, Assistant Professor 1, College of Arts and Sciences, UP Visayas Effective 1 November 2009 until 31 May 2010**

Educational Background

- Bachelor of Science in Chemistry, UP Diliman, 1999
- Master of Science in Chemistry, UP Diliman, 2006
- Licensed Chemist

Employment Record in UPV

RANK	PERIOD OF APPOINTMENT
Instructor 1 (substitute)	6/01/1999 – 05/31/2001
Instructor 1(temporary)	06/01/2001 – 06/30/2005
Instructor 3	07/01/2005-02/04/2007
Assistant Professor 1	02/05/2007 – 03/31/2008
Assistant Professor 5	04/01/2008-10/31/2009

- Will conclude the maximum allowable period of three years service as Assistant Professor on February 4, 2010
- Consistently obtained "Very Good" ratings for her teaching performance
- Expertise in quantum Chemistry has made her invaluable
- Plans to hold a workshop for fabrication of instruments and another on computing methods involved in quantum chemistry
- Has established a linkage with a research laboratory on physical chemistry under Prof. Cynthia Goh at the University of Toronto
- Currently, College Coordinator of Instruction, CAS

Research Involvement

Prof. Ponce has presented her work in the following scientific conferences:

- Ponce, C., L.M. Payawan and M.C. Goh. "Dip Self-Assembly of AgPAA-PDDA on Glass: Influence of Ionic Strength", (2008), *Transactions of the National Academy of Science and Technology*, Vol. 30, Issue No. 1 p 170-171
- Ponce, C., E.G. Tabares and R. Olaguer. "Germicidal Lamp-Induced Synthesis of Silver Nanoparticles in Crosslinked Polymer Globules", *Transactions of the National Academy of Science and Technology*, Vol. 30, Issue No. 1 p 170-171
- Dinglasan, J., Ponce, C., Velentalic, E., Lim, L.H., and Goh, M.C. "Self-Assembly of Silver/Polyacrylate (AgPAA) Nanocomposites". In *230<sup>th</sup> ACS National Meeting, Washington DC, August 2005*
- Ponce, C., Payawan, L. and Goh, M.C. "Syntheses and Characterization of Metal/Metal Sulfide Polyacrylate Nanocomposites". In *19<sup>th</sup> Philippine Chemistry Congress, Iloilo City, May 2004*

Status of her article for publication

- Ponce, Concepcion P. "Germicidal-lamp Assisted Synthesis of Silver and Gold Nanoparticles". In *UPV Journal of Natural Sciences, Volume 14, No.1 (2009)*



The Executive Editor of the said journal, Dr. Ebonia B. Seraspe, certified (dated October 12, 2009) that the paper has been reviewed and accepted for publication.

The UPV Academic Personnel and Fellowship Committee in its October 12, 2009 meeting, recommended the temporary waiver of Article 178 of the UP Code in favor of Prof. Concepcion P. Ponce to facilitate the renewal of her appointment.

Board action: **APPROVAL.**

### **Proposed Additional/Revised Guidelines for the UP President Edgardo J. Angara Fellowship Program**

#### Background

The UP President Edgardo J. Angara Fellowship Program was established by the UP Board of Regents in its 1236<sup>th</sup> meeting held on 29 September 2008 to promote high level policy discussions and research on a wide range of topics that address national development goals and imperatives such as science and technology, fiscal, budget and financial studies, agriculture and rural development, environment and climate change, etc.

Through this fellowship program it is hoped that scholars, with their insightful analysis of development issues confronting the country, will be able to participate more actively and meaningfully in plotting the direction for a better Philippines.

The Program is funded by an initial amount of P50M contributed by friends and the family of Senator Angara. The funds are maintained as an endowment fund with its earnings disbursed for grants and awards. The fellowship shall provide a monetary award each of PhP500,000 which may be used by the fellow for research, local or foreign travel, and such other expenses as would be necessary for the fellow to undertake high level policy research or to participate in high level policy discussion in his/her area of expertise.

The fellowship is for one year within which time the fellow shall come up with a policy paper to be presented in a public forum and later published in an appropriate public policy journal.

The fellowship shall be open to regular full-time faculty members who have distinguished themselves in policy research, who have leadership potential and who have demonstrated commitment to service in both public and private sectors. Initially, the program will be to UP faculty only. After a successful take off, other professors and researchers may be considered.

Selection shall be done by a Fellowship Committee that will be formed by the UP President, consisting of no more than 5 members, 3 of whom are senior UP faculty members who are recipients of similar awards and have experience in this line, the Director General of NEDA and one leader from business, industry or the professions.

#### *The following additional/revised guidelines are proposed:*

- The fellowship will be open to UP regular full-time and part-time faculty and UP Professors Emeriti;
- The fellow may be on full time detail with pay to the UP Center for Integrative and Development Studies (UP CIDS) and/or to an appropriate government agency. This is necessary to enable the fellow to focus on his research;
- The selection of the fellow(s) shall be done by the Fellowship Committee, which shall submit its recommendations to the UP President, whose decision shall be final;
- Senator Edgardo J. Angara and the UP President may attend any or all of the meetings of the Fellowship Committee; and
- The UP CIDS shall serve as the Secretariat of the fellowship program.

Board action: **APPROVAL.**

## **FINANCIAL MATTERS**

### **Christmas Grocery Allowance for 2009**

The Board, at its 1240<sup>th</sup> meeting held on 28 January 2009, confirmed the Memorandum of Agreement Amending the Collective Negotiation Agreement (CNA) between the University of the Philippines and the All UP Workers' Union as well as the All UP Academic Employees Union.

Article XIII (Fringe Benefits), Section 1 states "The University shall prioritize the use of savings in accordance with law, taking into account employee welfare and mandatory economic benefits. In addition, subject to the accomplishment of its mission, law, and availability of funds, the University shall provide the following:

- b. *Christmas grocery allowance"*

The President therefore requests authority to pay the grocery allowance for CY 2009 to all UP personnel covered by the CNA. In the spirit of equity, it is also proposed that the grocery allowance be given to all those not covered by the CNA between UP and the All UP Workers' Union as well as the All UP Academic Employees Union.

Board action: **APPROVAL.**

**Request of UP Diliman for Authority to Charge PhP63,000,000.00 from the Undergraduate Tuition Increment Trust Fund as Certified by the UP Diliman Accounting Office as Available, for the following purposes:**

EXPENSE CLASS	PURPOSE	AMOUNT
MOOE	Supplemental MOOE for maintenance and utilities	PhP33,480,714.00
Construction Outlay	Additional funds to cover rehabilitation and site development of dormitories	PhP29,519,286.00
	<b>TOTAL</b>	<b>PhP63,000,000.00</b>

This is endorsed with the condition that the MOOE shall be used for units that cater specifically to students (e.g., dorms) or have student-related functions (e.g., OSSS)

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

Board action: **APPROVAL.**

**Request of UP Los Baños for Authority to Augment the Computer Loan Program Seed Fund to PhP10,000,000 to be Charged Against the UPLB Endowment Fund**

The Computer Loan Program (CLP) was established by the Board of Regents in 2003 with a seed fund of PhP2,000,000 charged against the UPLB Endowment Fund.

There has been a significant increase in the number of computer loan application from UPLB employees. It is therefore requested that the CLP seed fund be augmented to PhP10,000,000 still charged against the UPLB Endowment Fund. This will enable UPLB to continue assisting its employees in acquiring computer units for their own use and encourage them to become more technically equipped and competitive.

Board action: **APPROVAL.**

## APPOINTMENTS

### UNIVERSITY OFFICIALS

#### UP Diliman

**Prof. JULKIPLI M. WADI** as Dean, Institute of Islamic Studies, effective 1 December 2009 until 30 November 2012

#### UP Los Baños

**Dr. ASUNCION K. RAYMUNDO** as Dean, College of Arts and Sciences, effective 1 December 2009 until her mandatory retirement on 15 August 2011

**Dr. AGNES C. ROLA** as Dean, College of Public Affairs, effective 1 December 2009 until 30 November 2012

#### UP Manila

**Dr. REYNALDO H. IMPERIAL** as Dean, College of Arts and Sciences, effective 1 January 2010 until 31 December 2012

**Dr. JUSIE LYDIA J. SIEGA-SUR** as Dean, School of Health Sciences, effective 1 December 2009 until 30 November 2012

#### UP Visayas

**Prof. MARGARITA DE LA CRUZ** as Dean, UP Visayas Tacloban College, effective 1 December 2009 until 30 November 2012

*N.B. The President informed the Board that UP Visayas Chancellor Minda Formacion has endorsed Professor Margarita de la Cruz for the deanship of UP Visayas Tacloban College. She said that she endorses this recommendation. However, there are concerns being raised by the Faculty Regent, as follows: (1) Prof. de la Cruz' lack of a PhD degree; (2) her hiring of a nephew, Mark Lama, first as a research assistant and technical consultant for the Regional Environmental Information System (REIS) and as research assistant for the Leyte Samar Heritage Center; and (3) her signing of a Memorandum of Agreement with the German Development Service and UP Visayas Tacloban College on 5 August 2005 and between GTZ and the Leyte Samar Heritage Center on 31 July 2003.*

*Based on the report of the Chancellor, copies of which were distributed to the Regents, the President said that nepotism does not apply in the case of Mr. Lama since he was hired as a project person. He was not hired by the University. In fact, Mr. Lama started as a volunteer for this project and was not even paid. When the DED Consultant needed an assistant, Mr. Lama offered his services. When the Consultant left, Mr. Lama was taken in as a project person. Even the issue of double compensation according to the President, does not apply since Mr. Lama was paid honoraria, not salary.*

*On the issue of the signing of the contract, the UPV Chancellor clarified in her letter to the Board that it was really the Chancellor at that time who signed the contract with the German group. The President explained that the transfer of money worth PhP83,000 was really an arrangement between the German Consultant who issued the check to Prof. de la Cruz so that an equipment could be bought. The money was indeed used to buy the equipment and the receipt was given to the German donor. It was not really a contract involving the University or a contract that would bind the University. It was a contract involving the purchase of equipment.*

*Beyond the aforementioned issues, President Roman said that there are factors that the Board should take into account. She said that she has no questions about the ability of the other nominee, Dr. Victorio Sugbo. He is academically qualified. Both nominees have good*

*programs to pursue and both have the support of the students. However, Professor de la Cruz seemingly has more support from the faculty and the staff who believe that Professor de la Cruz is a more nurturing person. In a fractious unit like UPV Tacloban College, what is needed according to the President is a person who can heal.*

*Regent Taguiwalo pointed out that it is important for a dean to have a PhD degree since he is the academic leader of the college. The Policies and Guidelines on the Selection of Deans, approved by the Board of Regents in July 2005 provide that "academic merit takes precedence over popularity." In the case of UPV Tacloban College, the Faculty Regent said that there are two nominees, one with a PhD and one who has not completed her PhD. Regent Taguiwalo said that she raises this as a concern because in the Search Process Nomination paper, Professor de la Cruz indicated that she is a PhD candidate. The rule, however, provides that once one is affected by the Maximum Residency Rule (MRR) which allows for a maximum of 13 years to complete a PhD program, one should not say he/she is a PhD candidate.*

*According to the Faculty Regent, there is documentary evidence that the Contract between the German Development Service and the UP Visayas Tacloban College was signed in behalf of the University by Professor de la Cruz. She said that she is aware that a contract between the University and an outside entity can only be signed by the President of the University or by the Chancellor.*

*When asked by Regent Pascual if the lack of a PhD is a disqualification for the deanship, the President said "No." It is something that the Board may consider, the President said but it is not a disqualification. In the case of Professor de la Cruz, the President has been informed that she already passed the comprehensive exam and has submitted an acceptable dissertation proposal. Professor de la Cruz, however did not have the time to work on her dissertation because of administrative work.*

*Regent Cabrera clarified if for contracts involving purchase of software/licenses, anybody from the University could sign in behalf of the latter.*

*The President explained that what is being discussed is not a University program, but a project, i.e. the REIS, approved by the German Development Service and the then Chancellor of UP Visayas. In the process of pursuing the project, they had to buy equipment. What Professor de la Cruz signed was a contract to purchase equipment. The receipt was given to the German Consultant and the equipment turned over to UPV.*

*Regent Pascual made sure that the issue of contract signing is not a valid issue and that the PhD degree is not a requirement for the deanship.*

*Regent Taguiwalo reiterated the fact that the dean is an academic leader. If one cites administrative work as the reason for not finishing his/her PhD, the Regent asks "what moral right have you as the dean to expect your faculty to also complete the highest possible degree?"*

*The concerns raised by Regent Taguiwalo were also addressed by Chancellor Minda Formacion in her letter to the Board dated 11 November 2009 and in her letter to Regent Taguiwalo dated 12 November 2009.*

## TRANSFER TO PERMANENT STATUS

#### UP Diliman

**Prof. Gavin C. Lee**, Assistant Professor 2 (Salary Grade 19-1), College of Business Administration, effective 23 November 2009

**Prof. Solomon F. Lumba**, Assistant Professor 1, (Salary Grade 18-1), College of Law, effective 23 November 2009

**Prof. Eden H. Terol**, Assistant Professor 2 (Salary Grade 19-1), UP Diliman Extension Program in Pampanga, effective 23 November 2009

**Prof. Jose Dan V. Villa Juan**, Assistant Professor 1 (Salary Grade 18-1), College of Architecture, effective 23 November 2009

**UP Los Baños**

**Prof. Jaymee R. Encabo**, Assistant Professor 1 (Salary Grade 18-1), College of Arts and Sciences, effective 23 November 2009

**UP Manila**

**Dr. Ma. Celina U. Garcia**, Associate Professor 1 (Salary Grade 18-1), College of Dentistry, effective 23 November 2009

**Dr. Gerardo D. Legaspi**, Associate Professor 1 (Salary Grade 22-4) (part-time), College of Medicine, effective 23 November 2009

**Dr. Marissa B. Lukban**, Associate Professor 2 (Salary Grade 22-5) (part-time), College of Medicine, effective 23 November 2009

**Dr. Alexis D.L. Reyes**, Associate Professor 3 (Salary Grade 23-4) (part-time), College of Medicine, effective 23 November 2009

**UP Visayas**

**Prof. Winsor B. Calamba**, Assistant Professor 3 (Salary Grade 19-3), UP Visayas Cebu College, effective 23 November 2009

**Prof. Mary Belle L. Guillergan**, Assistant Professor 1 (Salary Grade 18-1), College of Arts and Sciences, effective 23 November 2009

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

**UP Diliman**

**Prof. Josefina A. Agravante**, Professor 12 (Salary Grade 29-8), College of Arts and Letters, effective 1 November 2009 until 30 April 2010

**Prof. Salvador T. Carlota**, Professor 12 (Salary Grade 29-8), College of Law, effective 1 November 2009 until 31 October 2010

**Prof. Eduardo A. Labitag**, Professor 10 (Salary Grade 29-7), College of Law, effective 1 November 2009 until 31 October 2010

**Prof. Eleanor A. Malicdem**, Associate Professor 3 (Salary Grade 23-5), College of Home Economics, effective 1 November 2009 until 31 May 2010

**Prof. Delia H. Soro**, Associate Professor 5 (Salary Grade 25-3), UP Integrated School, College of Education, effective 15 November 2009 until 31 May 2010

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

**UP Diliman**

**Prof. Rosario D. Jimenez**, Professorial Lecturer 2, School of Urban and Regional Planning, effective 1 September 2009 until 31 August 2010

**UP Manila**

**Dr. Frances Lina C. Lantion-Ang**, Clinical Professor, College of Medicine, effective 23 November 2009 until 31 May 2010

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

**UP Diliman**

**Prof. Geodicio T. Sison**, Professorial Lecturer 2, School of Labor and Industrial Relations, effective 1 November 2009 until 31 October 2010

**UP Manila**

**Dr. Thelma A. Rivera**, Professorial Lecturer 2, College Pharmacy, effective 1 November 2009 until 31 May 2010

**UP Visayas**

**Prof. Perla G. Gauzon**, Lecturer 2, College Management, effective 1 November 2009 until 31 March 2010

**Prof. Ofelia T. Pacete**, Senior Lecturer 3, College of Management, effective 1 November 2009 until 30 June 2010

**Prof. Lorenza B. Padojinog**, Professorial Lecturer 3, College of Management, effective 1 November 2009 until 30 June 2010

**GRADUATION OF STUDENTS**

**Graduation *ad referendum* of Mr. LEANDRO D. SISANTE for the degree of Bachelor of Science in Civil Engineering, UP Diliman as of the end of First Semester 2009-2010 (November 2, 2009)**

The University Registrar certifies that Mr. Sisante has completed all the requirements for his degree as of the end of First Semester 2009-2010.

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

The President, by virtue of the authority granted her by the Board, has approved the graduation of Mr. Sisante. Mr. Sisante has to submit his application for the Civil Engineering Licensure Examination on or before November 2, 2009, the deadline set by the Professional Regulatory Commission (PRC).

Board action: CONFIRMATION.

**PROFESSORIAL CHAIRS/GRANTS  
ESTABLISHED/UPGRADED**

**Establishment of Professorial Chairs in Engineering**

<b>Name of Professorial Chairs</b>	<b>Honorarium per Annum</b>
Reciñas-Simon Professorial Chair	69,900.00
Beta Epsilon Professorial Chair	69,900.00
Chua Liong & Loreta Dy Chua Professorial Chair	69,900.00
Don Felipe Say and Theresa Chua Say Professorial Chair	69,900.00
Marithe Girbaud Professorial Chair	69,900.00
Maynilad Professorial Chair	69,900.00
Prof. Dominador Ilio Professorial Chair	69,900.00
UPIEAA Professorial Chair	69,900.00
Marubeni Professorial Chair	69,900.00
Angel Alejandrino Professorial Chair	69,900.00
Jesus Ferrer Professorial Chair	69,900.00
ALEXAN Professorial Chair	69,900.00
William Liu Professorial Chair	120,000.00
William Liu Professorial Chair	120,000.00

The UP Engineering Research and Development Foundation shall manage the funds for the aforementioned Chairs.

Board action: APPROVAL.



**Establishment of the Drs. Elieser Suson and Eufrocina Suson/  
Napoleon C. Ejercito Faculty Grant in Otolaryngology, College of  
Medicine, UP Manila**

Donors: Dr. Elieser Suson, UPCM Class 1955, Dr. Eufrocina Vasquez Suson Class 1955 and Dr. Victor Ejercito, UPCM Class 1972 B

Recipient: Faculty or Senior Resident of the Department of Otolaryngology (ENT), College of Medicine, Philippine General Hospital, UP Manila

Corpus of the grant donated December 2006: US\$20,000

This is a belated request for the establishment of a Faculty Grant in Otolaryngology in honor of Dr. Napoleon Ejercito who was a mentor to Dr. Suson and father of Dr. Victor Ejercito.

The corpus of the grant is with the UPMASA Permanent Endowment Fund. Funding was completed in December 2006 with the first disbursement made in 2007. Disbursement is scheduled in December of each year.

Board action: APPROVAL.

**Upgrading of the Vicente C. Quimbo, Sr. (UP AB 1920) Memorial  
Professorial Chair to Vicente C. Quimbo, Sr. (UP AB 1920)  
Memorial Centennial Professorial Chair**

The Donor, Vicente Quimbo (BSBA 1969), donated to the UP Business Research Foundation, Inc. a total of PhP800,000 in 2008 and 2009 to increase the professorial chair endowment fund to PhP1,500,000.

Board action: APPROVAL.

**Upgrading of the Novellino Wines Faculty Grant to Professorial  
Chair**

The Donor, Vicente Quimbo (BSBA 1969), donated to the UP Business Research Foundation, Inc. additional funds to increase the endowment fund to PhP600,000.

Board action: APPROVAL.

**MATTERS CONFIRMED BY THE BOARD**

*The Board CONFIRMED the following:*

**MEMORANDA OF AGREEMENT**

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

**UP System**

**Memorandum of Understanding amongst the following:**

*Chulalongkorn University;  
Burapha University;  
University of Malaya;  
University of Indonesia;*

*Universitas Pelita Harapan;  
University of Social Sciences and  
Humanities, Hochiminh City;  
University of Social Sciences and  
Humanities, Hanoi;  
University of the Philippines;  
Royal University of Phnom Penh;  
National University of Laos;  
(Participating Universities in Southeast Asia)  
and Korea Australasia Research Centre,  
The University of New South Wales, Sydney  
(KAREC-UNSW)*

Project: Promotion of academic and educational exchange related to Korean Studies

Particulars:

Collaborative Research in Korean Studies

1. KAREC-UNSW and the Participating Universities will design and conduct collaborative research in Korean Studies and the related fields. The research topics will cover interdisciplinary studies in wide areas including economic, socio-political, and cultural developments. In particular, comparative research on Korea, Australia and Southeast Asia is to be encouraged to promote collaborative research and to find policy implications;
2. The cost and conditions of such agreements will be negotiated individually. KAREC-UNSW will endeavour to obtain the seeding research grants for the collaborative research projects. The participating universities in Southeast Asia will also try to find local matching fund, wherever possible and appropriate; and
3. For issues related to copyright and intellectual property arising from the collaborative research, all parties will follow international convention on intellectual property. Specific decisions, if need be, will be made by the KAREC Advisory Board.

Staff Exchange

The Participating Universities and KAREC-UNSW may nominate one or more of its academic and research staff to visit another university for the purpose of collaborative research, subject to the approval of the host university. In such cases, the sending university will provide the Research Fellow with normal salary based on the sending institution's regulations. The host University will provide institutional courtesies, library and research facilities and an appropriate appointment.

Student Exchange

Each University may send postgraduate students who are currently participating in the collaborative research project, to another university for a fixed period.

Exchange of Academic Materials

Each University shall exchange all relevant materials related to the collaborative research, such as those relating to the library. The libraries can also exchange reference materials for research purposes.

Terms of Cooperation

The terms of cooperation for each specific activity implemented

under this Memorandum of Agreement shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity.

Coordination of the Exchange

1. Each institution shall designate a Liaison Officer to develop and coordinate the specific activities agreed upon; and
2. Through these offices, all parties may initiate proposals for activities and specific details of any such activities will be set forth in a letter of agreement.

Effectivity: Effective on the date of signature. It may be amended by agreement of the parties. It is renewed every five years without change on that date unless one party gives notice six months in advance.

Date notarized: 7-10 July 2009

**Memorandum of Agreement between the University of the Philippines and the PNOC Development and Management Corporation (PNOC-DMC)**

Project: Evaluation and assessment of the potential of UPLB land grants and other real estate for purposes of supporting the UP System in accordance with RA 9500

Implementing Unit: UP Los Baños

Terms and Conditions:

- a. During the existence of the Agreement, PNOC-DMC shall undertake an evaluation and assessment of the Quezon Land Grant, the Laguna-Quezon Land Grant, and the Makiling Forest Reserve to determine the feasibility of undertaking projects pertaining to hydro resources, energy generation, and other potential revenue-generating projects. This is without prejudice to and shall take into consideration ongoing development projects being undertaken by other parties such as the University of the Philippines Alumni Association's (UPAA) efforts in relation to the Makiling Forest Reserve;
- b. During the existence of the Agreement, the obligations and responsibilities of the PARTIES shall be as follows:
  1. UP shall:
    - 1.1. Extend its cooperation and share information on any Master Plan, Project Study already prepared by UP and make available to PNOC-DMC at all times all pertinent records and information such as, but not limited to, plans, feasibility studies, design and engineering works and technical studies done for the project and/or similar past projects done by UP;
    - 1.2. Provide technical assistance to PNOC-DMC, the extent of which shall be further defined by the parties within a reasonable period of time upon the signing of the Agreement;
    - 1.3. Provide ingress and egress to the properties to PNOC-DMC and its authorized representatives for purposes of performing its duties and responsibilities under the Agreement; and
    - 1.4. Assist the PNOC-DMC in securing the Environmental Compliance Certificate (ECC) and in conducting the Environment Impact Assessment (EIA) Study required by the Department of Environment and

Natural Resources (DENR) for any project to be undertaken within the land grants and other real properties by PNOC-DMC.

2. PNOC-DMC shall:

- 2.1 Fund and conduct pre-development activities including, but not limited to, resource assessments, planning and feasibility studies and project proposal preparations;
  - 2.2 Harmonize the existing plans and programs of the UPLB and create an integrated Sustainable Resource Development (SRD) Plan (the Master Plan) for the development of UPLB's land grants and other real estate; and
  - 2.3 Develop design and engineering plans that will form the basis for project implementation subject to viability and a positive determination to proceed and subject to mutually acceptable terms under a definitive agreement among the Parties.
- c. The Parties agree to discuss and negotiate in good faith, during the effective period of the Agreement, the terms and conditions of definitive contracts and other agreements which may be necessary in the implementation of identified viable projects;
  - d. In case of positive determination on the viability of a particular project(s), PNOC-DMC shall have the first option to proceed with its implementation subject to mutually acceptable terms under a definitive agreement among the Parties and in accordance with applicable laws and regulations;
  - e. The Parties undertake to perform the above duties and responsibilities taking into consideration faithful compliance with environmental laws, least dislocation and priority access to livelihood and employment opportunities to affected settlers;
  - f. The Parties agree that any information derived during the course of this Agreement shall remain and be kept in strictest confidence by both Parties. No Party shall disclose or issue or make any announcement concerning the confidential information without the prior written consent of the other Party, except for such disclosures as may be required under existing laws, rules, regulations or any court or administrative order. In case such disclosure is required, each Party shall notify and consult the other Party before making such disclosure. The Parties, however, are free to disclose such information to their legal, financial and other necessary advisers, provided that the Parties shall secure, as far as practicable, their conformity to the confidentiality obligations herein;
  - g. Any and all notices required under the Agreement shall be in writing and shall be served to the Parties at their respective addresses hereunder indicated, unless and until a different address has been designated by written notice to the other Party;
  - h. The failure of either Party to insist upon the strict performance of any of the terms and conditions hereof shall not be deemed as a waiver of any right or remedy, nor shall it be construed as a waiver of any subsequent breach or default;
  - i. The Parties hereby declare that they have read, understood and accepted all the terms of the Agreement, and that this Agreement states the entire agreement between the Parties; and neither of them is and shall be bound by any stipulation, representation, agreement or promise not contained or duly incorporated herein. All prior agreements or arrangements, whether written or oral, between the Parties relating to the subject matter hereof are deemed cancelled and superseded.
  - j. If one or more provisions of the Agreement shall be held invalid, illegal or unenforceable, the remaining provisions shall remain in, and shall be given, full force and effect. The Parties hereby

agree to renegotiate the terms and conditions of the Agreement with respect to the provisions held invalid, illegal or unenforceable; and

- k. Any dispute, claim or controversy which may arise out of or in connection with the Agreement shall be settled amicably by the Parties within thirty (30) days from receipt of the notice by one party from the other. Any dispute, claim or controversy that remains unresolved after the thirty (30)-day period shall be referred to Mediation in accordance with the provisions of the Administrative Code of the Philippines.

**Effectivity:** This Agreement shall expire three (3) years from the signing by both Parties, as evidenced by the date of signing. However, either Party may terminate the Agreement by serving a written notice of its intent and the reasons thereof to the other Party at least ninety (90) days before the intended date of termination.

**Date notarized:** 12 October 2009

*N.B. Regent Cabrera reiterated an earlier suggestion that the confirmation of this Memorandum of Agreement be deferred to enable the Sectoral Regents to conduct Regents' Forum in the form of consultation at UPLB. This would enable PNOC to make clear and answer several issues, like their track record in developing potential areas for possible resources. Environmental issues are big concerns nowadays especially because of the recent calamity brought about by typhoons.*

*Regent Pascual said that his understanding is that in the process of doing the study, PNOC will do the things that Regent Cabrera and some constituents are looking for. So, he thinks that there is no need to have those things done before confirming the Memorandum of Agreement because the study would precisely include consultations, environmental impact assessment and all those things that they are after.*

*Regent Cabrera said that it was only after the calamity (that hit our country) that he realized that there are still things that he should know, especially question like, if there would be actual drilling in the forest area or in Mt. Makiling.*

*President Roman replied that everything is exploratory, whatever projects PNOC would identify would be the subject of another agreement.*

*Regent Pascual affirmed that it is a study phase and in the process of doing the study, he expects PNOC to do the necessary consultations. President Roman called the attention of Regent Cabrera to page 5, letter D which states that "in case of positive determination on the viability of a particular project, PNOC-DMC should have the first option to proceed but subject to mutually acceptable terms under a definitive agreement among the Parties and in accordance with the applicable laws and regulations. Another safeguard, the President said, is found on page 7, letter j of the MOA: "If one or more provisions of the Agreement shall be held invalid, illegal or unenforceable, the remaining provisions shall remain and shall be given full force and effect. The Parties hereby agree to renegotiate the terms and conditions of the Agreement with respect to the provision held invalid, illegal or unenforceable." The President further explained that no other project would be implemented except to study the possibilities that could be done for the Land Grant.*

*Regent Taguivalo's concern, according to her, is the provision that "The parties undertake to perform the above duties and responsibilities taking into consideration faithful compliance with environmental laws, least dislocation and priority access to livelihood and employment opportunities to affected settlers." She is wondering why there is this provision.*

*Regent Cabrera opined that something physical would be done and many would possibly be affected.*

*Vice President Te explained that the intent of the agreement is for PNOC to conduct feasibility studies, exploratory studies on what could be done on the Land Grant. It is clear to both parties that there is nothing they will do subsequent to the MOA, like putting up structures, drilling exploration, etc. because it is very clear that PNOC would submit on a per project basis what they intend to do. They would include in the feasibility study possible dislocations and what are their plans. If it would involve moving to other areas, they would present their plans.*

*Regent Pascual's understanding of the provision, according to him, is that UP is already setting the parameters that would be taken into account when they do the study and planning. They should not plan something that involves substantial relocation of people or violation of any environmental laws.*

**Amendment to the Second Consolidated Renewal of Lease Contract between the University of the Philippines System (Lessor) and the International Rice Research Institute (Lessee)**

In addition to the area currently being leased by the Lessor specified in paragraph 1 of the Second Consolidated Renewal of Lease Contract, the leased premises shall also include Blocks D24, 25 and a portion of 26. IRRI shall continue to allow the University of the Philippines in Los Baños (UPLB) access to the remaining portion of its work area in Block D26.

**Date notarized:** 23 October 2009

**UP Diliman**

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

**Project:** Law Aptitude Examination (LAE) for the College of Law

**Description of the Project:** To prepare and conduct the LAE and analyze the results of the examination of the applicants for admission to the College of Law

**Amount of the Project:**

*The College of Law shall pay the R&DFCEI the amount of:*

- 1) PhP747.50 per examinee for a minimum of 1,300 examinees and the same amount for every examinee in excess of 1,300; and
- 2) PhP22,000.00 for scanning expenses.

**Particulars:**

- a. The College of Law and the R&DFCEI through the LAE Testing Committee have agreed that the latter will undertake the preparation and conduct of the LAE in five (5) testing centers in UP Diliman, UP Cebu, UP Baguio, UP Iloilo, and UP Davao as well as the analysis of the LAE results for 2009;
- b. The final examination results will be submitted on or before December 18, 2009. There shall be a penalty of 5% of the total amount due for every day of delay; and
- c. The R&DFCEI shall allow the Dean and the Chairpersons of the Admission Committee of the College of Law to read and review the 2007 and 2008 LAE, and the 2009 LAE after it has

been administered at the College of Education LAE Office at anytime during business hours.

Effectivity: July 1, 2009 to February 28, 2010

Date notarized: 8 October 2009

**Memorandum of Agreement between the University of the Philippines and the Office of the President**

Project: Mandatory Continuing Legal Education (MCLE) Training Services

Implementing Unit: UP Law Center

Amount: PhP150,000 for 30 participants

Particulars:

- a. The parties will jointly conduct Mandatory Continuing Legal Education Compliance Program for the members of the bar. For this purpose, the parties shall agree upon the specific topics, the lecturers and the schedule of the seminar;
- b. UP shall take charge of the design of the modules and of their implementation and the accreditation thereof 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 lecturers and preparing sufficient seminar materials for at least thirty (30) participants; and
- c. The OP shall take charge of the identification of the participants and their invitations to the MCLE Compliance Program as well as, the choice of venue. The meals of participants, lecturers and the UP Law Center staff shall be for the account of OP.

**Memorandum of Agreement between the University of the Philippines (UP) and the Food and Drug Administration (FDA)**

Project: Crafting of the Implementing Rules and Regulations of Republic Act No. 9711

Implementing Unit: UP Law Center

Particulars:

*The University of the Philippines undertakes to:*

- a. Research on, consolidate comments and inputs of all stakeholders relevant to, and draft the Implementing Rules and Regulations, based on the expert information supplied to it;
- b. Provide technical assistance to public consultations as may be conducted by the First Party relative to the Project including acting as facilitator to such public consultations;
- c. Submit regular reports on the Project to the First Party;
- d. Ensure that the funds received from the First Party are used to defray all the agreed costs and expenses in the Project; and
- e. Submit a post-audited financial report to the First Party by the UP Resident Auditor on the project funds one (1) month after the completion of the contracted works and the acceptance thereof by the First Party.

*The FDA:*

- a. Undertakes to provide relevant expert information to be supplied by resource persons designated by it, as may be necessary for the Second Party to prepare the draft of the Implementing Rules and Regulations; and

- b. Agrees to provide funding in the amount of PhP427,680.00 in accordance with the Proposed Budget which amount shall be deposited to the account of the Second Party.

Effectivity: Shall be for a period of four (4) months beginning September 15, 2009 to January 15, 2010

Date notarized: 20 October 2009

**Memorandum of Understanding between the University of the Philippines (UP), De La Salle University (DLSU), and the Department of Science and Technology (DOST)**

Project: Use of ERDT Equipment by the Consortium Members

Implementing Unit: College of Engineering, UP Diliman

Particulars:

*Obligation of UP:*

- a. UP shall purchase the equipment necessary for its ERDT project component subject to pertinent laws and regulations, and existing accounting and auditing rules on the use of government funds including the issuance of acknowledgment receipt for equipment;
- b. UP through the College of Engineering shall have primary responsibility for the accountability and maintenance of the equipment purchased for the project while in its custody; and
- c. UP shall likewise purchase upon request/authority from DOST, the equipment for DLSU under its program component and agrees to loan such equipment to the latter, provided that (a) expenses for shipping of equipment shall be borne by DLSU, (b) maintenance of equipment while on loan shall be the responsibility of DLSU, and (c) upon completion of the project, the loaned equipment shall be turned over to UP.

*Obligation of DLSU:*

- a. The DLSU shall be responsible for transporting the project equipment from UP to its premises and back to UP, providing adequate insurance cover or bond for any and all risks thereby;
- b. The DLSU shall see to it that the equipment is in functional condition prior to its use, and in that same condition after its use as it turns it over to UP; and
- c. The DLSU shall keep UP free and harmless from any and all kinds of liability/damage that may arise during its use of the equipment for the project, or in the course of its transporting the said equipment.

Period of the Contract: Shall be coextensive with the duration of the approved ERDT Project, for which the equipment was specifically purchased the description and number of which are listed in Annex A and made an integral part of the MOU

Date notarized: 12 August 2009

**Memorandum of Understanding between the University of the Philippines, Ateneo De Manila (ADMU), and the Department of Science and Technology (DOST)**

Project: Use of ERDT Equipment by the Consortium Members

Implementing Unit: College of Engineering, UP Diliman

Particulars:***Obligation of UP:***

- a. UP shall purchase the equipment necessary for its ERDT project component subject to pertinent laws and regulations; and existing accounting and auditing rules on the use of government funds including the issuance of acknowledgment receipt for equipment;
- b. UP, through the College of Engineering, shall have primary responsibility for the accountability and maintenance of the equipment purchased for the project while in its custody; and
- c. UP shall likewise purchase upon request/authority from DOST, the equipment for ADMU under its program component and agrees to loan such equipment to the latter, provided that (a) expenses for shipping of equipment shall be borne by ADMU, (b) maintenance of equipment while on loan shall be the responsibility of ADMU, and (c) upon completion of the project, the loaned equipment shall be turned over to UP.

***Obligation of ADMU:***

- a. The ADMU shall be responsible for transporting the project equipment from UP to its premises and back to UP, providing adequate insurance cover or bond for any and all risks thereby;
- b. The ADMU shall see to it that the equipment is in functional condition prior to its use, and in that same condition after its use as it turns it over to UP; and
- c. The ADMU shall keep UP free and harmless from any and all kinds of liability/damage that may arise during its use of the equipment for the project, or in the course of its transporting the said equipment.

Period of the Contract: Shall be coextensive with the duration of the approved ERDT Project, for which the equipment was specifically purchased the description and number of which are listed in Annex A and made an integral part of the MOU

Date notarized: 3 August 2009

**Vehicle Research and Testing Project between the University of the Philippines and the Philippine Council for Industry and Energy Research and Development (PCIERD)**

Project: Vehicle Research and Testing Project Y3

Implementing Unit: College of Engineering, UP Diliman

Particulars:

- a. The College of Engineering requested financial assistance for the Y3 implementation of the DOST-GIA project "Vehicle Research and Testing Project"
- b. The request was approved by the DOST-Execom with a total DOST financial grant in the amount of PhP6,574,202.28 covering the period February 15, 2008 to February 14, 2009;
- c. The financial grant of PhP6,574,202.28 shall be subject to the following conditions:
  - c.1. That all pertinent provisions of the memorandum of Agreement covering the project and "A.O. 006-guidelines for the Grants-In-Aid Funds of DOST and its Agencies" shall be in full force and effect unless otherwise provided herein;

- c.2. That results of the program/project shall be governed by DOST Memorandum Circular No. 001, series of 2002;
- c.3. That the approved work and financial plans shall be strictly followed and any deviation needs to be approved by DOST through PCIERD before said change shall be executed;
- c.4. That accomplishment report of the project and audited financial report on the grant shall be submitted to DOST within three (3) months after the completion of the project period;
- c.5. That proper acknowledgment of the financial and other assistance by DOST shall be given due credit in all reports, articles and news releases;
- c.6. That in addition to the semi-annual and annual progress reports, a technical report in publishable form shall be submitted at the end of the project period; and
- c.7. That all income derived from the program/project, if any, and all unexpended balance after the termination of the program/project shall be reported immediately and remitted to DOST at the end of the program/project duration.

Date notarized: 22 May 2008

**Renewal of the University of the Philippines' Low Energy Plasmas Project with the Department of Science and Technology (DOST) and the Philippine Council for Advanced Science and Technology Research and Development (PCASTRD)**

Project: Transport of Low Energy Plasmas for the Synthesis of TiCn/TiCuN Films and Ion Treatment of Polymers which has 3 component projects:

- Project 1 TIN/TICN/TixCuyNz Coating Technology with the SPNIS and PSTNIS
- Project 2 Polymer Treatment of Low Energy Ions from Gas Discharge Ion Source (GDIS)
- Project 3 Beam Focus, enhancement and Transport in the PSTNIS

Implementing Unit: National Institute of Physics (NIP),  
College of Science

Project Leaders: Drs. Henry J. Ramos and Gene Q. Blantocas

Particulars:

- a. The NIP requested financial assistance for the Y3 implementation of the DOST-GIA project;
- b. The request was approved by the DOST-Execom with a total DOST financial grant in the amount of PhP4,658,564.22 covering the period April 15, 2009 to April 14, 2010:
 

Project 1 - PhP2,122,851.93

Project 2 - PhP1,999,886.15

Project 3 - PhP535,826.14
- c. The financial grant of PhP4,658,564.22 shall be subject to some conditions; and
- d. PCASTRD shall continue to monitor the program/project. As such, the approved work and financial plans shall be strictly followed and any deviation shall have to be approved by DOST through PCASTRD before any change shall be executed.



**Contract of Award between the University of the Philippines Diliman (Host Institution), the Department of Science and Technology (DOST) and Dr. DENNIS I. MERINO (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:
  - a.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
  - a.2. Daily subsistence allowance (DSA) amounting to US\$150/day for 61 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 any 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 1 June 2009 and shall remain in force for a period of 61 days

Date signed: 10 July 2009

**Addendum to the Contract of Award between the University of the Philippines Diliman (Host Institution), the Department of Science and Technology (DOST) and Dr. ROMMEL D.GOMEZ (Awardee)**

Project: Balik Scientist Program Awardee

Particulars:

To conform with the Implementing Rules and Regulations of the Balik Scientist Program under Executive Order No. 150, and to usual auditing rules and regulations, the following terms and provisions are hereby deleted and instead replaced as follows:

*The provisions in Section 2.1 should be replaced by the provision herein set forth:*

2.1 Carry out the enumerated activities contained in the approved Terms of Reference in two (2) phases within a period of one (1) year, with Phase One in August 2008 for a period of twenty (20) days and Phase Two in July to July 2009 for a period of twenty (20) days.

Date notarized: 15 July 2009

**Deed of Assignment between the University of the Philippines and the Programming Guild (Assignors)**

Assignment of Copyright: Software entitled Computerized Applications for University Official Registration for Student Organization with the Bukluran Program

Particulars:

*The Assignors:*

- a. Warrant that the software is original and that they are the authors of the same;
- b. Irrevocably transfer and assign to the University, its successors and assigns in perpetuity, all rights (whether now known or herein after invented), title and interest, throughout the world, including any copyrights and renewals or extensions thereto, in the Software;
- c. Assign, and transfer to the University, the entire right, title and interest in all income, royalties and payments now or hereafter due or payable with respect to the software; and
- d. Undertake to execute all papers and perform such other acts, as the University may deem necessary to secure for the University the rights herein assigned.

Date signed: 14 September 2009



**UP Los Baños**

**Memorandum of Understanding between the University of the Philippines Los Baños (UPLB) and the Far East University (FEU), Korea**

Project: Exchange Program

Particulars:

- a. FEU and UPLB agreed to promote the following exchange activities based on their respective academic and educational needs:
  - a.1. exchange of faculty and scholars (professors, lecturers, or researchers);
  - a.2. exchange of students;
  - a.3. exchange of academic information and materials;
  - a.4. organization of joint research programs;
  - a.5. organization of joint conferences; and
  - a.6. other academic exchanges agreed to by both parties.
- 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; and
- c. All intellectual properties including but not limited to all researches planned, performed, accomplished under this MOU and all specific exchanges covered by this MOU shall be subject to the provisions of the Governing Principles and Policies on Intellectual Property Rights.

Effectivity: Effective upon signing by both parties and shall continue to be in force and effect for five (5) years but not later than June 19, 2014

Date notarized: 2 September 2009

**DEEDS OF DONATION**

**UP Diliman**

**Deed of Donation and Acceptance between the University of the Philippines Diliman (Donee) and the San Miguel Foundation Inc. (Donor)**

Donations: Musical Instruments

Amount of Donation: Estimated at PhP2.5 Million

Particulars:

*Obligation of the Donor:*

The Donor hereby donates to the Donee the Musical Instruments on an "as-is where-is basis", subject to the faithful and complete performance by the Donee of the conditions, obligations, representations, warranties and covenants, set out in the Deed. The parties agree that the obligation of the Donor under the Agreement shall be limited to its donation of the Musical Instruments to the Donee.

*Obligations of the Donee:*

- a. The Donee hereby receives and accepts the Musical Instruments donated by the Donor, subject to its faithful and complete performance of the following obligations:
  - 1. Pick-up the Musical Instruments and sign the necessary acknowledgement receipt whereby the Donee will certify

and acknowledge that it has received the Musical Instruments in good condition;

- 2. Ensure that the Musical Instruments will be used exclusively by the Donee for benefit of the faculty members and students in its Conservatory of Music;
  - 3. The Musical Instruments shall not be transferred to any other location outside the Donee's address;
  - 4. Maintain the proper use and upkeep in good condition of the Musical Instruments;
  - 5. Any and all costs for the maintenance and repairs of the Musical Instruments shall be the responsibility of the Donee at its sole expense;
  - 6. Acknowledge that the Musical Instruments were donated out of the liberality and kindness of the Donor;
  - 7. Hold the Donor free and harmless against any and all claims, damages and liabilities, including but not limited to damages to any property of, or injuries that may be sustained by and/or death of, any person arising out of or in connection with the operation, use, maintenance and safekeeping of the Musical Instruments;
  - 8. Execute and deliver any and all documents that may be required by the Donor in connection with the Donation; and
  - 9. Make available to the Donor the use of the Musical Instruments, free of charge, upon Donor's written request, therefore, sent to Donee at least one (1) month prior to the intended date of use.
- b. The Donee hereby represents, warrants and covenants to the Donor that:
    - 1. It has the power to enter into and perform the conditions and obligations under the Deed, and has taken all the necessary actions to authorize its execution and delivery and the performance of its terms and conditions; and
    - 2. Its signatory is duly authorized to sign the Deed and accept the Musical Instruments for and on behalf of the Donee.

Effectivity: Effective immediately upon execution and signing

Date notarized: 1 October 2009

**UP Open University**

**Deed of Donation between the University of the Philippines Open University (Donee) and the International Rice Research Institute (IRRI) (Donor)**

Donation: Used computers particularly described as follows:

- HP CPU – Serial No. SGH43201KN
- HP Monitor – Serial No. CNC42912LH
- HP CPU – Serial No. SGH43201GZ
- HP Monitor – Serial No. CNC4300TZP

Particulars:

- a. The Donee needs the aforementioned used computers for the official use of the students in the UPOU Learning and Testing Centers;
- b. The Donor voluntarily and freely gives, transfers and conveys by way of Donation unto said Donee the used computers, including rights, interest and titles which said Donor has in the said used computers, in "as-is where-is" condition, subject to the following conditions:
  - 1. The parties agree that all taxes, customs duties, imports, fees, charges and any and all financial burden, occasioned

- by or arising from this transfer or which may be due the Philippine government as a result of this donation, shall be the sole responsibility of the Donee;
2. That the used computers are in good working condition to Donor's knowledge, and that the Donor shall not be liable for any defects in their functionality once the donated computers are inspected and accepted by the Donee; and
  3. The Donee accepts the donation and expresses its appreciation to the Donor.

Date notarized: 29 May 2009

**Deed of Donation between the University of the Philippines Open University (Donee) and the International Rice Research Institute (IRRI) (Donor)**

Donation: Used vehicle particularly described as follows:

Make & Type:	1999 Nissan Sentra 4dr Sedan
Motor No.	GA16-P001976H
Chasis No.	BAYALHAB14-C51578
Plate No.	OEV-20969
CR No.	59626034
OR No.	519924996
Body No.	C-601

Particulars:

- a. The Donee needs the aforedescribed used vehicle for its official use.
- b. The Donor hereby voluntarily and freely gives, transfers and conveys by way of donation unto said Donee the used vehicle described above, including rights, interest and title which said Donor has in the said used vehicle, in "as is where is" condition, subject to the following conditions:
  1. Parties agree that all taxes, customs, duties, import fees, charges and any and all financial burden, occasioned by or arising from this transfer or which may be due the Philippine government as a result of this agreement, shall be the sole responsibility of the Donee;
  2. The Donee undertakes to register the above-described used vehicle in its name within 60 days from the date of this Deed of Donation and agrees to furnish the Donor photocopies of the new certificate of registration as soon as possible;
  3. That the used vehicle is in good working condition to Donor's knowledge, and that the Donor shall not be liable for any defects in their functionality once the donated vehicle is inspected and accepted by the Donee; and
  4. The Donee accepts this donation and expresses its appreciation to the Donor for its generosity and further agrees that the above-described vehicle will be used for the purpose above-specified.

Date notarized: 29 May 2009

**OTHER MATTERS**

**Request of UP Los Baños for Authority to Purchase One (1) Unit ISUZU ELF, 6-Wheeler Manlift for the Use of the UPLB Physical Plant Maintenance Services Office (PPMSO) Electrical Section**

The vehicle costs PhP500,000.00 which will be charged against UPLB-IRRI Campus Maintenance Fund. The said vehicle will

be used by the PPMSO's Electrical Section, UP Los Baños which is in charge of inspection, repair and maintenance of all electrical lines and light posts in the campus.

The Electrical Section urgently needs such vehicle in their daily operations and the acquisition of such shall help them perform and deliver better services to the University.

Board action: **APPROVAL.**

**PAASCU Accreditation of UP Manila Colleges**

The issue of PAASCU accreditation of UP Manila Colleges was brought to the attention of the Board by the Student Regent in her letter dated 8 October 2009.

Regent Bañez, on behalf of her constituents raised among others the following issues:

1. Is there a necessity for the University to seek such accreditation from a private accrediting association given that it shall award accreditation stature according to its standards of 'excellence' used and enjoined by Private Higher Educational Institutions?
2. Is it practicable for the University to seek such accreditation from a private accrediting association given that it shall cost the university accreditation fees?
3. How will such accreditation from a private accrediting associations benefit the University or shall it pose possible infringement on our institutional autonomy and prized academic freedom? If such, how will this benefit the University comprised of students, faculty, workers and employees?

The Chair announced that CHED is reviewing a pending proposal on the policies that the said Agency has to adopt for accreditation. Right now, he said that there are different bodies in the Philippines that accredit programs and they indicate leveling, Level I, II, III and IV. He made a survey of the best practices among the countries in the ASEAN region, the Asia Pacific and even Europe and he found out that there is no such practice of leveling. The moment a college is accredited, it may be upgraded depending on the best practices for three (3) years, renewable and being reviewed every year. He said he has no objection to the accreditation of the UP Manila Colleges. He asked President Roman if it is only UP Manila who is submitting some courses for accreditation. The President said the others are not.

Regent Pascual inquired why UP Manila is initiating this precedent-setting action of seeking accreditation. Chancellor Arcadio, who was invited for this item, explained that accreditation has been in UP Manila for the last 50 years. They have about 90 programs and all of them are accredited by various accrediting agencies. All programs in the medical area, e.g. residency programs, are accredited. The PGH and the BS Occupational Therapy program have international accreditation. The Doctor of Medicine program was the first PAASCU-accredited program. The Medicine program was first accredited 10 years ago and now it is in Level III, principally because of UP's role as a leader in education. Dr. Arcadio said that they could not ask other schools to raise their standards if their Colleges are not accredited. So, they have to join the accreditation group in order that they could raise the level and quality of education. In the health professions, accreditation is a CHED requirement to qualify as a Center of Excellence.

According to Chancellor Arcadio, Chartered Universities may decide to be a member of any of the accrediting agencies. The UP Manila College of Medicine decided to join PAASCU per agreement with the members of the Association of Philippine Medicine Colleges (APMC). PAASCU and APMC developed the evaluation instrument. The other accrediting agencies do not have an evaluation instrument for the Basic Medical Education Program.

The Chair said that among the five (5) accrediting agencies, PAASCU is the best/most prestigious. He said that he is inclined to remove the levelling of the accreditation, and that he has sounded off major educational associations like PACU-COA and they are agreeable with his proposal. He added that the Philippines is the only country in the world that levels accreditation.

The Chair explained that if the accreditation is in Level II, the College has to wait for two (2) years before going to Level III, then another two (2) or three (3) years before going to another level.

Chancellor Arcadio said it took the College of Medicine 5 years to get to Level III.

Chair Angeles said that under the new rules colleges could be accredited without waiting too long, if they have excellent programs.

Chancellor Arcadio said that their accreditation proposal is for 5 programs, and 5 colleges are preparing for accreditation. These include the non-health colleges.

Regent Taguiwalo said that in terms of continually raising academic standards, external or internal accreditation is something that the University should go for. Her main concern though with the PAASCU accreditation of UP Manila is the fact that PAASCU's member schools are all private universities and colleges. Moreover, the UP Manila Chancellor is a member of the Board of Directors of PAASCU. She then raised the issue of possible conflict of interest.

Chancellor Arcadio explained that the Chancellor did not ask the Deans to be accredited only by PAASCU. They are free to choose any of the five (5) accrediting bodies to accredit them. However, PAASCU is the only one with the instrument for medicine. For Dentistry, PACU-COA is the only one with the accrediting instrument.

Regent Pascual inquired if there is a UP System policy on accreditation. President Roman replied that there is no policy and that the colleges are free to decide if they want to be accredited or not. She said that accreditation also has advantages especially for graduates who go abroad. Some employees and some countries look at the organizations or countries that have accredited the programs of said graduates. However, some units of the University question the criteria used for accreditation. The President also mentioned that the concern of the Student Regent is that in the process of accrediting, we might be putting ourselves at a disadvantage or making life more difficult for our faculty and for our students.

Chair Angeles said there is also an advantage to this accreditation. If academic programs are given accreditation and are declared as Centers of Excellence (COE), there is a benefit given by CHED. The initial benefit for the COE is P2 Million. He gave as example UP Diliman and UP Los Baños which are both considered COE in IT.

Chancellor Arcadio clarified that PAASCU has no accreditation fee. The accreditors work voluntarily, *pro bono*. In other agencies, CHED gives financial assistance for accreditation fees.

Regent Pascual said that the accrediting body is not an independent one and is composed of representatives of the institutions that are being accredited. It is actually a peer evaluation system.

Chancellor Arcadio explained that the accreditation process would entail a series of visits by PAASCU observers in classrooms, departments, laboratories and other venues in the academic process. It would also entail an evaluation of the educational institution's curriculum and the faculty's teaching method as well as scrutiny of facilities and equipment which will subsequently be voted based on PAASCU standards of an "excellent education."

Responding to the President who articulated a concern raised by the students, Chancellor Arcadio said that accreditation would not result in an increase in tuition.

Regent Bañez inquired if there is an accrediting body for SUCs. The Chair replied that they have their own accrediting body, the Association of Local Colleges and Universities Commission on Accreditation (ALCUCOA). The President of the Philippines, however, issued an EO to regulate this accrediting body. He is now in the

process of preparing policy guidelines and standards so that they would be guided.

Regent Pascual inquired if UP Manila is also submitting itself for accreditation by international accrediting bodies. Chancellor Arcadio replied that PAASCU is an international accrediting agency. It is a founding member of the International Network for Quality Assurance Agencies in Higher Education (INQAAHE). For example, he said that the US Department of Education, through its National Committee on Foreign Medical Education, has recognized PAASCU process as an accreditation process. So, if a school is accredited by PAASCU, its foreign students are eligible to get federal loans in the US.

Regent Taguiwalo suggested that they be allowed to have continuing dialogue with the UP Manila Chancellor and other faculty members regarding this issue. She said that PAASCU is always cited and that they are just concerned that UP has been a secular University for a long while and they hope it remains that way. PAASCU is full of Catholic and private universities. UP sets the highest standards, so far, higher than other universities in the country. The Faculty Regent is even thinking of a Regents' Forum on this issue.

Chancellor Arcadio said he is open to a continuing dialogue on the issue of accreditation.

**Proposed Schedule of Meetings of the Board of Regents for 2010**

<u>DATE</u>	<u>VENUE</u>
29 January (Friday) 9:00 a.m. – 12:00 noon	UP Open University Los Baños, Laguna
26 February (Friday) 9:00 a.m. – 12:00 noon	UP Mindanao Mintal, Tugbok District, Davao City
25 March (Thursday) 9:00 a.m. – 12:00 noon	BOR Room, Quezon Hall UP Diliman
APRIL	NO BOR MEETING DUE TO COMMENCEMENT EXERCISES
27 May (Thursday) 9:00 a.m. – 12:00 noon	BOR Room, Quezon Hall UP Diliman
25 June (Friday) 9:00 a.m. – 12:00 noon	UP Visayas Iloilo City
29 July (Thursday) 9:00 a.m. – 12:00 noon	UP Manila Taft Avenue, Manila
27 August (Friday) 9:00 a.m. – 12:00 noon	UP Baguio Baguio City
24 September (Friday) 9:00 a.m. – 12:00 noon	UP Los Baños Los Baños, Laguna
29 October (Friday) 9:00 a.m. – 12:00 noon	BOR Room, Quezon Hall UP Diliman
26 November (Friday) 9:00 a.m. – 12:00 noon	UP Visayas Cebu College Lahug, Cebu City
18 December (Friday) 2:00 p.m. – 5:00 p.m.	BOR Room, Quezon Hall UP Diliman

Board action: NOTATION.

### On the Directorship of the UP Diliman Extension Program in Pampanga

Regent Taguiwalo reminded the President that to date, there is no report yet on the directorship of the UPDEPP. The incumbent, who is on her third term, has been serving on a hold over capacity. She hopes that this matter could be taken in the December meeting of the Board.

### MATTERS FOR INFORMATION OF THE BOARD

*The Board NOTED the following:*

#### Request of The ASEAN University Network for the University of the Philippines to Host the 2<sup>nd</sup> ACCESS Dialogue Event: Physical and Virtual Mobility as an Instrument for Integration, to be held on 28-30 May 2010

In reference to the 25<sup>th</sup> Meeting of the ASEAN University Network (AUN) Board of Trustees held in Phnom Penh in July 2009, the 2<sup>nd</sup> Academic Cooperation Europe – Southeast Asia Support (ACCESS) Dialogue Event on the matter of Physical and Virtual Mobility as an Instrument for Integration is to be held in May 2010.

The AUN would like the University of the Philippines to consider being the host for the 2<sup>nd</sup> ACCESS Dialogue Event: Physical and Virtual Mobility as an Instrument for Integration, which is tentatively scheduled on 28-30 May 2010.

#### Constitution and By-Laws of the UP Diliman Extension Program in Pampanga Student Council (UPDEPP SC)

The University of the Philippines Diliman Extension Program in Pampanga (UPDEPP) has been in existence for more than thirty years. From its founding, it has been envisioned as the region's center for scholastic excellence. While UP Diliman has been generous in providing extension services for the unit, it is deemed inadequate considering the present needs of the extension program.

Last 2 December 2008, the University of the Philippines Extension Program in Pampanga Student Council (UPDEPP SC) informed Prof. Elizabeth L. Enriquez of its plan of ratifying its Constitution. The main and urgent task of the Student Council is to provide its future officers a ratified and updated Constitution that will help them serve the UPDEPP students. For almost eleven years, UPDEPP SC did not have a formal Constitution. The UPDEPP used an informal constitution for the past three years as a reference. For these years, the Constitution being used is considered unofficial because it was not ratified by the UPDEPP student body.

UP Diliman's University Student Council (UPD SC) Constitution has its merit but it could not be applied under the conditions present in the extension program.

The UPDEPP SC wants to have a constitution that will embody the student body's desire for self-sufficiency and autonomy from the mother campus.

To address the problem, the outgoing Student Council decided to ratify a new Constitution. Ms. Maria Helena S. Garcia, UPDEPP SC Chairperson, drafted a proposed Constitution. This proposed Constitution was deliberated by the UPDEPP SC until it came up with a final draft.

This final draft was presented to the student body. Last 10 March 2009, the UPDEPP SC conducted a referendum on the final draft of the proposed Constitution. The UPDEPP has 566 students based on the students' registration in the First Semester of Academic Year 2008-2009. The Student Relations Officer, Ms. Sharon Mañalac, advised the Student Council to get at least 50% plus one to ensure the success of the referendum. The referendum was participated in by

288 students (50.88% of the total population of UPDEPP Students). 268 or 93.05% agreed to the proposed Constitution; 12 or 4.17% did not agree and the remaining 8 or 2.78% were neutral.

Some of the important articles of the ratified UPDEPP SC Constitution are as follows:

Article VI Composition and Membership  
Article XII Funds of the Council  
Article XIII UPDEPP League of Representatives; and  
Article XVII Amendments

By virtue of the authority granted him by the Board of Regents, the Chancellor of UP Diliman has approved the Constitution.

### DEEDS OF DONATION

#### UP Diliman

#### Deed of Donation and Acceptance between the University of the Philippines Diliman (Donee) and Engineer Mark S. Romano (Donor)

Donation: Pulse Plater with the following specifications:

Built-in constant current source: 1 Amp maximum output  
Voltage: 20 Volts Max  
Pulse time: 0.1 millisecond pulse  
2-port anode-cathode tap  
Computer interface: via LPT1  
Input: 220 V, 60 Hz

Amount of Donation: PhP180,000

End User: Department of Mining, Metallurgical and Materials Engineering (DMMM), College of Engineering

Date notarized: 19 October 2009

#### UP Los Baños

#### Deed of Donation between the University of the Philippines Los Baños (Donee) and the University of the Philippines Alumni Association of Sacramento and Vicinity (Donor)

Amount of Donation: PhP57,480

Purpose: Establishment and maintenance of an educational assistance loan fund

Particulars:

- a. The Donor wishes to donate such fund to the Donee primarily to establish an educational loan fund entitled UPAASV Student Loan Fund and that this loan fund will be made available to bonafide undergraduate students of the College of Agriculture and College of Veterinary Medicine, officially enrolled, with at least a scholastic standing of "warning" as certified by the College Secretary.
- b. The Donor wishes that the educational loan fund be managed by the Office of Student Affairs under the guidance of the Special Committee assigned by the Chancellor who will formulate the administrative policies, guidelines and procedures for the program.

- c. The Donor hereby voluntarily and freely gives, transfers and conveys, by way of donation, unto the Donee, all the rights and interest which said Donor has in the above fund.
- d. The Donee accepts this gift and donation made in its favor by the Donor and hereby makes manifest its gratefulness and appreciation for the kindness and generosity of the Donor.

Date notarized: 25 September 2009

### CONTRACTS/AGREEMENTS

#### UP Diliman

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

Project: Proposed Renovation of Multimedia Room Facility, Engineering Library and Computer Science Building

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

Amount of Contract: PhP712,219.22

Statement of compliance: 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.

Particulars:

- a. The Contractor shall:
  1. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the plans and Scope of Works;
  2. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
  3. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and
  4. Render warranty services on all works performed in accordance with the provisions of the Agreement and the Contract Documents.
- b. Prior to or upon signing of the Agreement, the Contractor shall furnish the University a performance bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the agreement.
- c. The Contractor shall furnish the University with a guarantee bond in an amount equal to ten percent (10%) of the Contract

Price, effective for a period of one (1) year reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.

- d. The Office of the Campus Architect of the University shall have the following functions and responsibilities:
  1. Oversee and monitor all phases of construction works covered under the agreement. This provision shall not relieve the contractor of its duties and responsibilities;
  2. Conduct regular inspection of the ongoing construction works, its premises, including the inspection of the materials and supplies being used for construction;
  3. Recommend to the University or its proper authorities, any work changes, suspension, or stoppage of the works; and
  4. Certify as to the percentage of completion of the construction works.

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

Date notarized: 14 October 2009

#### General Construction Agreement between the University of the Philippines Diliman (University) and the Mechanics Cons. Corporation (Contractor)

Project: Proposed Rehabilitation of Pillars/Exterior Columns (Part 2), Bocobo Hall, College of Law

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

Amount of Contract: PhP990,151.63

Statement of compliance: 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.

Particulars:

- a. The Contractor shall:
  1. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the plans and Scope of Works;
  2. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
  3. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and

4. Render warranty services on all works performed in accordance with the provisions of the Agreement and the Contract Documents.
- b. Prior to or upon signing of the Agreement, the Contractor shall furnish the University a performance bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the agreement.
- c. The Contractor shall furnish the University with a guarantee bond in an amount equal to ten percent (10%) of the Contract Price, effective for a period of one (1) year reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.
- d. The Office of the Campus Architect of the University shall have the following functions and responsibilities:
1. Oversee and monitor all phases of construction works covered under the agreement. This provision shall not relieve the contractor of its duties and responsibilities;
  2. Conduct regular inspection of the ongoing construction works, its premises, including the inspection of the materials and supplies being used for construction;
  3. Recommend to the University or its proper authorities, any work changes, suspension, or stoppage of the works; and
  4. Certify as to the percentage of completion of the construction works.

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

Date notarized: 30 September 2009

**Construction Management Services Agreement between the University of the Philippines Diliman (University) and TCGI, Inc. (Construction Management Consultant)**

Project: Construction Management Services for the Proposed Institute of Chemistry Building, Phase 2, National Science Complex

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

Amount of Contract: PhP3,334,587.20

Statement of compliance: 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.

Particulars:

- a. The Scope of Services, Duties and Responsibilities of the Construction Management Consultant are set forth in the Terms of Reference which is made an integral part of the Agreement.
- b. Prior to or upon signing of the Agreement, the Construction Management 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 Contract: Within 365 calendar days as specified in the Notice to Proceed issued by the University

Date notarized: 16 October 2009

**Contract for Security Services between the University of the Philippines Diliman (University) and Bolinao Security and Investigation Service, Inc. (Agency)**

Service: Provision of Security Services for the South Sector, UP Diliman

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

Amount of Contract: PhP36,034,996.08

Statement of compliance: 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.

Particulars:

- a. Bolinao Security and Investigation Service, Inc. shall secure the safety of the properties of the University, and the life, limb and property of University faculty, students and employees and third persons against any damage, loss or other risks while remaining in or otherwise found in UP Diliman's South Sector for 1 year.

Effectivity: Effective 7:00 a.m. of 31 May 2009 until 7:00 a.m. of 31 May 2010

Date notarized: 28 September 2009

**Construction Management Service Agreement between the University of the Philippines Diliman (University) and Philipp's Technical Consultants Corporation (Construction Management Consultant)**

Project: Construction Management Services for the Proposed Electrical and Electronics Engineering (EEE) Building 2

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

Amount of Contract: PhP4,214,800

Statement of compliance: 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.

Particulars:

- a. The Scope of Services, Duties and Responsibilities of the Construction Management Consultant are set forth in the Terms of Reference which is made an integral part of the Agreement.
- b. Prior to or upon signing of the Agreement, the Construction Management 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.

**Effectivity:** Complete the project within 365 calendar days (actual construction works) as specified in the Notice to Proceed

**Date notarized:** 21 July 2009

### UP Open University

#### Contract of Lease between the University of the Philippines Open University (UPOU) and the Catanduanes State Colleges (CSC)

**Project:** Lease of spaces as testing centers for UPOU distance education degree program

**Leased Area:** Approximately 24 sq.m. of office space located at the Conference Room of the CSC CATNET Bldg., for exclusive use as a testing center

**Rental Rate:** PhP1,000 (fixed daily rate) for actual use for testing purposes

**Effectivity:** Effective for a period of one (1) year beginning 01 June 2009 and may be renewed by the Parties every year thereafter, unless sooner terminated with 60 days prior notice by either Party

**Date notarized:** 9 July 2009

### 1252<sup>ND</sup> MEETING, 18 DECEMBER 2009

#### MATTERS ARISING FROM THE 1251<sup>ST</sup> MEETING HELD ON 23 NOVEMBER 2009

#### On the Request for Opinion on the Interpretation of Sec. 23 of Republic Act No. 9500 (or the UP Charter of 2008) from the Department of Justice (DOJ)

Staff Regent Cabrera inquired if the University has already forwarded its request to the Department of Justice for opinion on the interpretation of Sec. 23 of RA 9500. The Regent requested that the members of the Board be given copies of the letter.

Vice President Te said that he already sent the request for opinion to DOJ as instructed by the Board. A copy of the letter was given to the Secretary of the University and it could be made available to the Regents.

### REPORT FROM THE SECTORAL REGENTS

#### FACULTY REGENT'S REPORT

"My report to the Board of Regents' meeting last November 23, 2009 while included in the agenda was not discussed in the meeting itself and is not included in the minutes of that meeting. (No report was presented nor a written copy of the report was submitted. Hence, it does not appear in the minutes of the meeting.)

Hence my December 18, 2009 report to the BOR contains the following:

1. Report to the November 23 BOR meeting
2. Updates on the concerns raised in the November 23 report
3. Proposal to convene the joint monitoring group composed of

UP representatives and DILG representatives contained in the December 2, 1992 agreement between UP and DILG

#### Report to the November 23, 2009 BOR meeting

The main concern addressed by the Office of the Faculty Regent this past month is the tenure issue involving three faculty members of University of the Philippines Diliman.

#### Updates on the appeal of the three untenured UP Diliman faculty

As of December 17, 2009, Prof. Shirley Palileo-Evidente of the College of Mass Communication and Prof. Joy Savella of the College of Home Economics have not received any response from UP Diliman Chancellor Sergio S. Cao regarding their appeal.

Prof. Sarah Raymundo is awaiting the response of President Roman to her appeal for tenure.

#### Proposal to convene the joint monitoring group composed of UP representatives and DILG representatives contained in the December 2, 1992 agreement between UP and DILG

Last December 2, 2009, Quezon City police were involved in the violent attempt to disperse protesting faculty, staff and students inside the UP Diliman campus.

The University of the Philippines have two agreements with national agencies regarding the entry of military and police forces into the various campuses.

These are the June 30, 1989 agreement between then UP President Jose V. Abueva and then Secretary of National Defense Fidel V. Ramos and the December 2, 1992 agreement between then UP President Jose V. Abueva and then Secretary of the Department of Interior and Local Government Rafael M. Alunan III.

A common provision of the two above agreements is the constitution of a joint monitoring group "which should meet at least twice a year, or as often as necessary to determine compliance with the agreements." The joint monitoring group in the 1992 agreement between UP and the DILG is composed of "the UP Faculty Regent, the UP Student Regent, the UP Vice President for Public Affairs or his representative, the UP Vice Chancellor for Student Affairs, the UP Vice Chancellor for Community Affairs, the Undersecretary of Interior and Local Government or his representative, the PNP Director for Investigation, the Deputy Regional Command for Operations concerned and the Director, PNP Legal Advocate or his representative."

I would like to propose that the University requests the DILG for the convening of the joint monitoring group to look into the December 2, 2009 incident which involved the Quezon City police and to come out with recommendations on how to improve the implementation of the December 2, 1992 agreement."

Regent Taguiwalo called the attention of the Board to the Agreement signed by then Secretary of National Defense Fidel V. Ramos and then UP President Jose V. Abueva and the Agreement between then Secretary Rafael M. Alunan III of the Department of Interior and Local Government and then President Jose V. Abueva. Both Agreements define the relationships of UP and the DND as well as police offices vis-à-vis the entry of soldiers and/or policemen in the University. The Faculty Regent reiterated her proposal to convene the Joint Monitoring Group composed of UP representatives and DILG Representatives as contained in the December 2, 1992 Agreement between UP and DILG.





## POLICY MATTERS APPROVED

**UNIVERSITY OF THE PHILIPPINES MANILA POLICY ON RETURN SERVICE AGREEMENT AS AN ADMISSION REQUIREMENT** (As approved by the University Council during a Special Meeting on November 4, 2009 and affirmed on December 3, 2009 during the Regular University Council Meeting)

### Background: **Return Service Agreement with UP Manila Graduates**

The University of the Philippines Manila is the birthplace of the University of the Philippines. It has three campuses at present: Manila campus where the 8 colleges, the Philippine General Hospital and the National Institutes of Health are located; Palo, Leyte where the School of Health Sciences Main campus is; and Baler, Aurora where the SHS Extension Campus Baler is located. By 2010, there will be a fourth campus in Koronadal City, South Cotabato where the SHS Extension Campus Mindanao will be located.

UP Manila offers 19 baccalaureate degree programs, 26 graduate degree programs and 13 doctoral degree programs. It also has 28 residency and 60 post-residency programs jointly run by the PGH and the College of Medicine.

### Framework for Return Service Agreement

The University of the Philippines was created as the State University in 1908 (*Philippine Commission Act 1870*). It is financially subsidized by the government and its subsidy is higher than any of the other 110 state colleges and universities.

UP Manila was mandated by law to be the Health Sciences Center (*RA 5163 of 1967*). True enough, 8 of its 9 degree granting units produce different health professionals.

During the centennial year of the University in 2008, a new UP Charter was passed and one of the purposes of the University is to lead as a public service university by providing various forms of community, public, and volunteer service, and scholarly and technical assistance to the government, the private sector, and civil society while maintaining its standards of excellence (*RA 9500 Sec. 3, No. 5*).

In response, the University during its systemwide conference setting framework for future directions of the University for the next 100 years has for its second framework "preparing students for leadership responsibilities" (*UP Systemwide Conference on Future Directions, May 2009*). For its part, UP Manila during its action planning workshop identified "return service agreement with corresponding placement and support mechanism" as an important action point (*Action Point, UP Manila Conference, August 2009*).

### Rationale for return service agreement

Exodus of our health professions graduates is one of the main reasons for the return service agreement. Records show that 76 % of those who apply for work abroad are medical and health professionals. This has contributed to the shortage of health professionals in the country (*HHR Study of IHPDS, 2005*) and further aggravated the maldistribution of health professionals in the Philippines.

### Experience on Return Service Agreement in the Philippines

Educational institutions like Mindanao State University College of Medicine, Pamantasan ng Lungsod ng Maynila, Philippine Military Academy and Ateneo de Zamboanga College of Medicine have return service mechanism for its graduates.

Government programs like DOST Scholarships, "Pinoy" MD program and Midwifery Scholarship Program of the Philippines also have return service components. In the private sector, Kellogg

Scholarships and the "Doctor para sa Bayan" of the First Gentleman also have return service component.

### **Return service agreement in the University of the Philippines**

The Philippine Medical School was established by the Commonwealth Act No. 1415 on December 1, 1905 to address the critical lack of physicians as raised by the local medical society. In 1915, the government expanded its health services which led to increased demands of medical graduates. A contract was signed by students for them to serve for 2 years in government in exchange for tuition waiver for 5 years of medical education. This provision disappeared in 1920.

The UP Manila School of Health Sciences was established with the mandate to serve the underserved Filipinos in rural and remote areas. For 33 years with just a social contract, about 90% of SHS graduates are still serving the Philippines. Most of those who left have served the required period of return service. In 2008, the Board of Regents approved the recommendation to have a legal and binding agreement for graduates of SHS to serve the community which nominated them for acceptance, for 2 years for every year of education.

In 2005, the Regionalization Program of the UP College of Medicine started implementing the "Acceptance to Serve and Assumption of Liability (ASAL) Agreement." Students who indicated Regionalization Program in their application shall serve for 5 years in the region which nominated them. This was likewise approved by the BOR. In 2008, the BOR also approved the "Return Service Agreement" as requirement for admission in the UP College of Medicine. Applicants to the College of Medicine started signing in 2009. When they graduate in 2014 and after passing the physician licensure examination, they shall serve for 3 years in the Philippines.

All Colleges shall be participating in this initiative. However, for the first years of implementation, the following Colleges are covered by this unified policy: College of Allied Medical Profession, College of Dentistry, College of Medicine, College of Nursing, College of Pharmacy, College of Public Health and the School of Health Sciences.

All Colleges/units going into RSA have consulted with stakeholders through meetings and surveys. Majority have approved the Return Service Agreement as admission requirement. Their respective College Councils have also approved the recommendation. During the Special meeting of the University Council on November 4, 2009, the unified policy was approved.

### **GENERAL POLICY**

1. Return service agreement is an absolute admission requirement for all CHW (SHS), *baccalaureate* programs (CAMP, CN, CP, CPH, SHS), DDM and MD programs.
2. The agreement states that the student shall serve in the Philippines within 5 years after graduation.
3. The agreement is signed by the Chancellor of UP Manila for the University and the prospective students and their parents witnessed by the Dean/Director.
4. The graduate shall serve for a period specified by their college, the period of which should not be less than 2 years.
5. The graduate shall serve preferably in accordance with the role of the defined profession or health related profession along three functions but not limited to direct service, education/training, research. Return service shall preferably be an employment with government agencies/institutions, underserved towns/ provinces, non-government and cause oriented organizations.
6. The graduate is expected to serve fully within 5 years. If after 5 years, the graduate has not served fully the RSA, he/she will pay double the cost of his/her education at prevailing rate

from time of entry plus interest less the total amount of tuition paid.

7. Cost of education shall be computed based on total subsidy of UP/government and donations made to specific colleges/units that enhance education/training of students in the university.
8. Enrolling for second degree like Master degree, MD, or LIB or other program cannot be considered as return service.
9. To facilitate serving of Return Service Agreement by graduates of UP Manila, the Philippine General Hospital and UP System shall give priority to UPM graduates for employment for vacancies and when requirements for employment are met.
10. UP Manila shall develop placement process for implementation of RSA with the Office of Alumni Affairs and Placement as the implementing office for the program.

Board action: **APPROVAL.**

#### **Establishment of the Office of Design and Planning Initiatives under the Office of the Vice President for Development**

The Vice President for Development shall have the following functions (953<sup>rd</sup> BOR Meeting, 29 July 1982):

1. Prepare and maintain a master plan for the development of the University System and its campuses;
2. Advise, assist, and coordinate campus development planning efforts;
3. Formulate and maintain design, construction, and maintenance standards for campus development, infrastructure, building, housing, open space, and other physical facilities;
4. Develop policies for acquisition, use, and disposition of campus lands;
5. Conduct planning inventories and studies to assess the physical, manpower, and financial resources available or required for implementing development plans and projects of the System;
6. Formulate and maintain financial and fiscal policies, plans, and programs for generating funds for University programs and projects;
7. Provide leadership and assist campuses in securing regular appropriations, endowments, grants, and other forms of income to support University programs;
8. Formulate and maintain policies and regulations for business enterprises engaged in by the University and its units or permitted to operate in University premises; and
9. Maintain a list of projects which are considered important but which have been hitherto unfunded, which shall be readily available for possible donors and other sources of funds.

Towards the fulfillment of these functions, the Office of the Vice President for Development proposes the establishment of the Office of Design and Planning Initiatives (ODPI) which would assist in the formulation of the land use and master plans for UP System properties and for the University's land grants, and coordinate with the Chancellors of the different Constituent Universities in the regular update and enhancement of their campus master plans. These shall be in accordance with the Guidelines for General Development Strategies and presented and approved by the President's Advisory Council (PAC) during its meeting held in Baguio City on 14 August 2009.

The Office shall be under the supervision of the Office of the Vice President for Development (OVDP), and shall be headed by a Director who shall [preferably] be a member of the faculty of the College of Architecture. He shall be assisted by a deputy director from the

School of Urban and Regional Planning (SURP), with consultants from the College of Engineering, the College of Business Administration, the College of Social Work and Community Development, and other academic units, as needed. An initial staff complement of four (4) shall be required to ensure that the office is able to effectively fulfill its objectives. Such staff shall be initially composed of an Administrative Officer (strong in design and research), two designers/CADD people, and a support/liaison person. The Office shall be based at the College of Architecture in UP Diliman.

#### *Specifically, the Office shall:*

1. Review the Land Use Plans of the University System and its constituent universities at least once every ten years, to ensure that such plans remain relevant and in consonance with current conditions and realities. Changes will then be suggested to the Chancellors of the different CUs on possible updates that may be integrated into each existing plan;
2. Formulate Master Development Plans for UP System properties and the different CUs where required, to serve as guides in the continuing physical development of the University and its different constituent universities. The end result would be plans showing the actual physical layout of campuses and other University properties, locations of individual buildable lots, traffic and pedestrian configurations, utility requirements and layout, in-campus transportation systems, and other physical requirements. Professional help may be required for the more detailed plans, and this may be contracted out;

For this and the above task, the Office of the Planning and Design Initiatives shall work with the Offices of the Campus Architect of the different CUs.

3. Define the distinctive UP character that will be integrated into buildings and landscapes to be designed and constructed within University premises;
4. In consultation with the College of Engineering, design for the present and projected utility requirements of the University, ensure the efficient use of facilities, and move towards the realization of greener sources of energy;
5. Assist the different constituent universities in planning for housing facilities for faculty, staff, and students, working towards the reasonable satisfaction of such housing requirements; and
6. Assist in the formulation of physical plans for the more effective utilization of the University's real estate assets, so as to generate maximum revenue from such land resources. Plans should however be balanced with UP's ecological and environmental concerns, and must keep in focus the University's three main thrusts of teaching, research, and extension.

Board Action: **APPROVAL.**

*N.B. Staff Regent Cabrera inquired on the rationale for the creation of the Office of Design and Planning Initiatives under the Office of the Vice President for Development. For a time Regent Cabrera said, there is no such office and projects e.g., the Ayala Techno Hub proceeded smoothly. He stressed that the Administration is strict in the filling up of administrative positions and here is one office creating another office. The non-filling up of positions in the rank and file results to double/multiple tasking and the population of the rank and file is getting smaller.*

*President Roman said that there would be no additional budget because personnel in the University would be placed in the said office, i.e. a Deputy Director would come from the School of Urban Planning with Consultants from the College of Engineering. No new items would be created since the new office would make use of the existing personnel of the University.*

*Regent Taguiwalo requested from the Office of the Secretary of the University, new offices and items that have been created from 2005 to present. She said that she has seen through the Board decisions and understands that new items have really been created. Thus, she would just want to study the rationale behind the creation of new offices while it is sometimes difficult to ask for an item for academic units, like the request of the College of Social Work and Community Development for an Associate Dean for their Doctoral Program.*

### **Proposed Increase in the Subsidy for the Annual Medical-Physical Examination of Faculty, Employees/Staff of UP Baguio, UP Visayas and UP Mindanao**

#### Background

The Board of Regents in its 1157<sup>th</sup> meeting on 19 December 2001, approved free medical examination for UP Visayas, UP Mindanao and UP Baguio. In its 1159<sup>th</sup> meeting on 21 March 2002, the BOR gave authority to the Chancellors of the UP Visayas and UP Mindanao, and the then Dean of UP Baguio to negotiate with private hospitals to provide annual physical-medical examinations for their faculty, staff, and in some cases, students, provided the amount does not go beyond PhP400/person.

#### Rationale

The initial proposal to adjust the subsidy for the annual medical/physical examination of their faculty and staff was submitted by UP Baguio. The current amount of PhP400/employee barely covers the fees for the mandatory tests (chest x-ray, complete blood count, urinalysis, fecalysis and ECG) and special tests like blood chemistry. Unlike other campuses which have infirmaries, UP Baguio has to contract out the annual physical examinations every year and it was noted that some employees have been skipping important diagnostic tests due to escalating costs. The increase to PhP800/employee is based on the lowest submitted quotation by a medical laboratory in Baguio City.

Upon discussion of this proposal at the SFPOC meeting held on 8 October 2009, the SFPOC recommended that the Chancellors of UP Baguio, UP Visayas and UP Mindanao be given the authority to adjust the subsidy for the annual medical-physical examinations based on the prevailing rates in their area, covering the mandatory examinations (chest x-ray, complete blood count, urinalysis, fecalysis, and ECG for those more than 40 years of age).

During the last President's Advisory Council meeting the President approved for endorsement to the Board an increase in the subsidy for the annual physical-medical exam from PhP400 to PhP800 for the employees of UP Baguio, UP Visayas and UP Mindanao, to cover for the mandatory tests (chest x-ray, complete blood count, urinalysis, fecalysis, and ECG) and special tests like blood chemistry.

Board action: APPROVAL.

### **Request of Mr. DANILO TORRES, JR. for Waiver of Interest Charges on the STFAP Benefits He Has to Reimburse**

Mr. Danilo Torres, Jr. (SN 89-10862), College of Engineering student, respondent in Student Disciplinary Tribunal (SDT) Case No. 93-019 for violation of Section 2, paragraph (i) of the Rules and Regulations on Student Conduct and Discipline, pleaded guilty to withholding information in his Socialized Tuition Fee and Assistance Program (STFAP) application regarding an Isuzu Jeepney and a Toyota Jeep.

*On 21 February 1994, the SDT decided that the penalties are the following:*

1. suspension from the University for a period of one (1) year; and
2. reimbursement of all STFAP benefits received.

*On 09 March 1994, the Executive Committee modified the SDT penalties, as follows:*

1. suspension from the University for a period of one (1) year;
2. reimbursement of all STFAP benefits received; and
3. permanent disqualification from STFAP and all other University scholarships.

The total amount to be reimbursed by Mr. Torres is PhP60,782.76, PhP21,280 of which is the principal amount while the remaining PhP39,502.76 is the interest at twelve (12) percent per annum from March 1994 to 15 September 2009.

Mr. Torres appeals that the interest charges be waived because his wife is suffering from renal disease (ESRD 2 to Chronic Glomerulonephritis) and is undergoing maintenance medication and hemodialysis 4-5 hours, two times a week. Based on the submitted medical certificate, the cost of hemodialysis per treatment is Five Thousand Nine Hundred Pesos (PhP5,900).

The Board, in similar instances, waived the penalty of reimbursement of STFAP benefits. In its 1149<sup>th</sup> Meeting on 29 March 2001, the Board decided not to impose upon Mr. Rañon, the accessory penalty of reimbursement of STFAP benefits. In its 1150<sup>th</sup> Meeting on 24 May 2001, the Board again waived the accessory penalty of reimbursement of STFAP benefits.

In this case, Mr. Torres, on humanitarian grounds, is merely asking for the waiver of interest charges in his STFAP financial obligations.

It is also noteworthy that the Rules and Regulations on Student Conduct and Discipline, as approved and amended by the Board, do not prohibit the waiver of interest charges.

Board action: APPROVAL.

## **FINANCIAL MATTERS**

### **Payment of Productivity Enhancement Incentive (PEI) for FY 2009**

This proposal was presented as part of the report of the President.

The President requested authority to pay the Productivity Enhancement Incentive (PEI) for FY 2009, subject to availability of funds.

The Productivity Enhancement Incentive (PEI) for 2009 in the amount of Ten Thousand Pesos (PhP10,000) will be given to all qualified employees. Seven Thousand Pesos (PhP7,000) will come from the DBM and an additional amount of up to Three Thousand Pesos (PhP3,000) will be charged to CU savings.

Board action: APPROVAL.

## **APPOINTMENTS**

### **UNIVERSITY OFFICIALS**

#### **UP System**

**Prof. JOSELITO G. FLORENDO** as Director, System Budget Office, effective 1 January 2010 until 31 December 2010

**UP Los Baños**

**Prof. Flordeliza A. Lantican** as Dean, College of Economics and Management, effective 18 December 2009 until 17 December 2012

**UP Manila**

**Dr. Vicente O. Medina III** as Dean, College of Dentistry, effective 1 January 2010 until 31 December 2012

**Dr. Jose C. Gonzales** as Director, Philippine General Hospital, effective 1 January 2010 until 31 December 2012

*N.B. The Chair had to leave for another commitment after the election of the PGH Director. The Co-Chair, President Roman, took over as presiding officer.*

**FACULTY MEMBERS RECOMMENDED FOR APPOINTMENT AS UP ARTISTS FOR THE PERIOD 2009-2011**

The UP Arts Productivity System Committee recommends the following faculty members as UP Artists for the period 2009-2011:

NAME	CU	UP ARTIST RANK
ALMARIO, Virgilio	UP Diliman	Artist 3
DALISAY, Jose Jr.	UP Diliman	Artist 3
TIONGSON, Nicanor	UP Diliman	Artist 3
TOLEDO, Josefino Chino	UP Diliman	Artist 3
ARACAMA, Janet	UP Diliman	Artist 2
ESTRELLA, Josefina	UP Diliman	Artist 2
EVASCO, Eugene	UP Diliman	Artist 2
GARCIA, Jose Neil	UP Diliman	Artist 2
HIDALGO, Cristina	UP Diliman	Artist 2
LICO, Gerardo Rey	UP Diliman	Artist 2
TOLENTINO, Rolando	UP Diliman	Artist 2
TORRES-YU, Rosario	UP Diliman	Artist 2
VILLARUZ, Basilio Esteban	UP Diliman	Artist 2
ACOYMO, Ramon Maria	UP Diliman	Artist 1
ALFONSO, Grace Javier	UPOU	Artist 1
AUSTRIA, Fernando	UP Diliman	Artist 1
BAES, Jonas	UP Diliman	Artist 1
CORTEZ, Alexander	UP Diliman	Artist 1
DE UNGRIA, Ricardo	UP Mindanao	Artist 1
MAIGUE, Raymundo	UP Diliman	Artist 1
NADERA, Victor Emmanuel	UP Diliman	Artist 1
NAVARRO, Raul	UP Diliman	Artist 1

Based on the guidelines approved by the BOR in 2008, the UP Arts Productivity Award consists of the title "UP Artist" and a monetary award.

All applications were reviewed very rigidly by both the UP Diliman Sub-Committees and the UP System Committee.

There are a few more applications that the UP System and UP Diliman committees are still jointly reviewing pending submission of pertinent documents by the applicants. The President requests authority from the Board to approve subsequent recommendations that the Committee will make.

Board action: **APPROVAL.**



**TRANSFER TO PERMANENT STATUS**

**UP Diliman**

**Prof. Minerva S. Baylon**, Associate Professor 1 (Salary Grade 22-7), National College of Public Administration and Governance, effective 18 December 2009

**Prof. Nathalie N. Dela Torre**, Assistant Professor 1 (Salary Grade 18-1), School of Library and Information Science, effective 18 December 2009

**Prof. Juergen K. Facundo**, Assistant Professor 3 (Salary Grade 19-3), UP Diliman Extension Program in Pampanga, effective 18 December 2009

**Prof. Roel M. Ocampo**, Assistant Professor 7 (Salary Grade 21-5), College of Engineering, effective 18 December 2009

**Prof. Augustus C. Resurreccion**, Associate Professor 1 (Salary Grade 22-4), College of Engineering, effective 18 December 2009

**UP Manila**

**Prof. Carissa Paz C. Dioquino**, Associate Professor 4 (Salary Grade 24-3) (part-time), College of Medicine, effective 18 December 2009

**Prof. Leonardo R. Estacio, Jr.**, Associate Professor 3 (Salary Grade 23-4), College of Arts and Sciences, effective 18 December 2009

**Prof. Laufred I. Hernandez**, Assistant Professor 4 (Salary Grade 20-1), College of Arts and Sciences, effective 18 December 2009

**Prof. Roderick L. Salenga**, Assistant Professor 4 (Salary Grade 20-1), College of Pharmacy, effective 18 December 2009

**UP Visayas**

**Prof. Geofe O. Cadiz**, Assistant Professor 1 (Salary Grade 18-1), UP Visayas Cebu College, effective 18 December 2009

**Prof. Brian C. Ventura**, Assistant Professor 1 (Salary Grade 18-1), College of Arts and Sciences, effective 18 December 2009

**ORIGINAL APPOINTMENT**

**UP Mindanao**

**Prof. Benjamin C. Bagadion, Jr.**, Professor 4 (Salary Grade 27-5), School of Management, effective 18 December 2009 until 31 May 2010

**REAPPOINTMENT/REEMPLOYMENT**

**UP Manila**

**Prof. Filomena S. San Juan**, Professor 4 (Salary Grade 26-4) (part-time), College of Medicine, effective 18 December 2009 until 21 February 2010

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

**UP Diliman**

**Prof. Gerardo Agulto, Jr.**, Professor 5, (Salary Grade 27-7), College of Business Administration, effective 1 January 2010 until 31 December 2010

**Prof. Dolly GL Mibolos**, Associate Professor 7, (Salary Grade 25-6), College of Social Sciences and Philosophy, effective 19 November 2009 until 31 December 2009

**Prof. Antonietta S. Rosel**, Associate Professor 5, (Salary Grade 25-3), College of Social Sciences and Philosophy, effective 1 November 2009 until 31 October 2010

**Prof. Vivien M. Talisayon**, Professor 12, (Salary Grade 29-8), College of Education, effective 18 January 2010 until 31 May 2010

**Prof. Jaime B. Veneracion**, Professor 12, (Salary Grade 29-8), College of Social Sciences and Philosophy, effective 3 January 2010 until 31 May 2010

**Prof. Elizabeth R. Ventura**, Professor 12, (Salary Grade 29-8), College of Social Sciences and Philosophy, effective 1 November 2009 until 31 October 2010

**UP Los Baños**

**Prof. Wilfredo P. David**, Professor 12, (Salary Grade 29-8), College of Engineering and Agro-Industrial Technology, effective 12 October 2009 until 31 October 2009

**UP Manila**

**Prof. Irma L. Parajas**, Professor 12, (Salary Grade 29-8), College of Public Health, effective 9 January 2010 until 31 May 2010

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

**UP Diliman**

**Prof. Eden L. Layda**, Senior Lecturer 3, Asian Center, effective 10 November 2009 until 23 March 2010

**UP Los Baños**

**Prof. Emeterio S. Solivas**, Professorial Lecturer 4, College of Arts and Sciences, effective 18 December 2009 until 31 May 2010

**UP Manila**

**Prof. Ernesta G. Quintana**, Adjunct Research Professor, National Institutes of Health, effective 18 December 2009 until 31 May 2010

**UP Open University**

**Prof. Perla E. Legaspi**, Professorial Lecturer 1, Faculty of Management and Development Studies, effective 7 November 2009 until 2 April 2010

**UP Visayas**

**Prof. Alfredo B. Montaña**, Senior Lecturer 2, effective 24 November 2009 until 28 February 2010

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

**UP Diliman**

**Prof. Marie E. Aganon**, Professorial Lecturer 5, School of Labor and Industrial Relations, effective 1 November 2009 until 31 October 2010

**Prof. Ernesto P. Pineda**, Professorial Lecturer 5, College of Business Administration, effective 1 January 2010 until 31 December 2010

**Prof. Mary Racelis**, Professorial Lecturer 5, College of Social Sciences and Philosophy, effective 1 November 2009 until 31 October 2010

**Prof. Mila A. Reforma**, Professorial Lecturer 5, National College of Public Administration and Governance, effective 5 October 2009 until 31 March 2010

**UP Baguio**

**Prof. Bienvenido P. Tapang, Jr.**, Professorial Lecturer 1, College of Social Sciences, effective 17 November 2009 until 31 March 2010

**UP Visayas**

**Prof. Ma. Vicente C. Gacutan**, Professorial Lecturer 1, College of Arts and Sciences, effective 1 November 2009 until 5 April 2010

**Prof. Irene N. Valencia**, Professorial Lecturer 1, College of Arts and Sciences, effective 1 November 2009 until 5 April 2010

**Prof. Merlie A. Wenceslao**, Professorial Lecturer 3, UP Visayas Tacloban College, effective 1 November 2009 until 31 March 2010

**REAPPOINTMENT BEYOND  
COMPULSORY RETIREMENT AGE OF 65**

**UP Diliman**

**Prof. Jose P. Tabbada**, Professorial Lecturer 3, UP Diliman Extension Program in Olongapo, effective 1 November 2009 until 31 October 2010

**UP Manila**

**Prof. Cecilia V. Tomas**, Clinical Professor, College of Medicine, effective 18 December 2009 until 31 May 2010

**UP Open University**

**Prof. Rogelio V. Cuyno**, Professorial Lecturer 5, Faculty of Management and Development Studies, effective 7 November 2009 until 2 April 2010

**Prof. Jose Marasigan**, Professorial Lecturer 5, Faculty of Education, effective 7 November 2009 until 2 April 2010

**Prof. Caridad M. Natividad**, Professorial Lecturer 5, Faculty of Education, effective 7 November 2009 until 2 April 2010

**Prof. Silverio S. Obungen**, Professorial Lecturer 2, Faculty of Education, effective 7 November 2009 until 2 April 2010

**CORRECTION OF DATE OF APPOINTMENT AS DEAN**

**UP Diliman**

**Prof. Vivien M. Talisayon** as Dean, College of Education from 22 July 2007 until 21 July 2010 to 22 July 2007 until 17 January 2010

**GRADUATION OF STUDENTS**

Graduation of students from UP Manila who completed all the requirements for their respective degrees/titles as of the end of the First Semester, AY 2009-2010 or as of the end of the term specified and endorsed by the University Council at its meeting held on 3 December 2009

Board action: **APPROVAL.**



Graduation of students from UP Mindanao who completed all the requirements for their respective degrees/titles as of the end of the First Semester 2009/Third Trimester 2008-2009 or as of the end of semester/term specified and endorsed by the University Council at its meeting held on 23 November 2009

Board action: APPROVAL.

### PROFESSORIAL CHAIRS/AWARDS/ GRANTS ESTABLISHED

#### Establishment of the CSSP Faculty Award for Continued Excellence in Teaching and Research

The College Executive Board of the College of Social Sciences and Philosophy (CSSP) requests permission to establish the CSSP Faculty Award for Continued Excellence in Teaching and Research.

The proposed award recognizes the significant achievements of CSSP faculty members who have already reached the rank of Professor 11 or 12 (SG 29-8). CSSP has eighteen (18) professors at this rank now.

These professors cannot be given further merit promotions but they continue to excel in teaching, mentoring and research. The award is aimed at encouraging these senior professors to continue serving the University at their utmost.

Similar to the College of Science Award, this award consists of a certificate of merit signed by the CSSP Dean and a cash award equivalent to fifty percent (50%) of the difference of the annual salary for a Professor 12 (SG 29-8) and a Professor 10 (SG 29-7) for every merit step per year that is computed from the last call for promotions. The Department Academic Personnel Committee will recommend the number of steps that is due to a qualified CSSP faculty member who can only earn the maximum equivalent of two (2) steps or 100% of the salary difference between a Professor 12 and a Professor 10 rank.

The implementation of the CSSP Faculty Award is subject to the availability of funds in the CSSP Graduate Tuition Fee Increment Fund.

The effectivity will be 1 April 2010 following the announced next round of faculty merit promotions.

Board action: APPROVAL.

#### Establishment of the Centennial Legacy Professorial Chair

The UP Intercollege Class '58 Foundation, Inc. is pleased to transmit the third and last tranche of their pledged Centennial Legacy Professorial Chair in the amount of PhP750,000.

The UP Intercollege Class '58 Foundation, Inc. is privileged to be given the opportunity to contribute to the development of the University in fulfillment of the aims and objectives of their Foundation, culminating in this particular gift. This opportunity provided the Foundation with avenues by which the members of the Foundation could show their gratitude to their Alma Mater.

The total donation in the amount of PhP1.5 Million is with the UP Foundation Inc.

Board action: APPROVAL.



## MATTERS FOR CONFIRMATION

### MEMORANDA OF AGREEMENT

#### UP System

**Minutes of Meeting between the Japanese Detailed Planning Study Team and Authorities Concerned of the Government of the Republic of the Philippines on Japanese Technical Cooperation for the Advanced IT Human Resource Development Project**

Project: Advanced IT Human Resource Development Project

Purpose: The organizational capacity of UP IT Training Center (UP-ITTC) will be strengthened as the human resource development center to provide the training courses meeting the needs of IT industry for advanced IT engineers, and the sustainability of UP-ITTC's operation will be more stable in technical and financial aspect.

Implementing Agency: University of the Philippines

Duration: One (1) year from March 2010

Particulars:

#### Measures to be taken by JICA

*The following matters were confirmed in the discussion between the Philippine and Japanese sides:*

- a. Dispatch of JICA experts  
The dispatch of JICA experts, when necessary, will be conducted for the purpose of technical cooperation. The expected fields of JICA experts are shown in Annex 1 of the Minutes. However, the field and numbers of JICA experts are subject to change due to its surrounding conditions.
- b. Provision of machinery and equipment  
The Japanese side will provide the Project with equipment needed to effectively and efficiently implement the Project within its budget. The cost of installation including local labor will be covered by the Project budget.
- c. Counterpart Training in Japan  
The Counterpart Training will be conducted within the Project budget for acquiring the knowledge and skills in necessary fields.

#### Measures to be taken by the Philippine side

*In accordance with the laws and regulations which are in force, the Philippine side takes the following measures at its own expenses:*

- a. Provision of office space and facilities for JICA experts and local consultant, when and if the need arises
- b. Assignment of Counterparts  
The Philippine side has agreed to assign the counterpart for Japanese experts.
- c. Facilitation of Customs duties, internal taxes and any other charges in terms of the procurement of Equipment.

## UP Diliman

**Memorandum of Agreement between the University of the Philippines and the Bases Conversion and Development Authority (BCDA)**

Project: Road Facilities Inventory for the Subic-Clark  
Tarlac Expressway (SCTEX)

Implementing Unit: National Center for Transportation  
Studies (NCTS)

Amount of the Project: PhP370,000

Particulars:*Obligations of UP through the NCTS:*

- a. Assessment of needs pertaining to the adequacy of traffic control devices as well as the suitability of the same;
- b. Review of as-built plans of the expressway's vertical and horizontal alignments, signage, pavement markings and guardrails;
- c. Conduct of a road safety audit along the expressway and its immediate environs;
- d. Formulation of recommendations;
- e. Coordinate with and conduct orientation for BCDA technical officers and staff who will be involved in the implementation of the project; and
- f. Submit to BCDA the following:

f.1. Preliminary Report - the preliminary report should contain an assessment of directional signs and the methodology and proposed schedule of field surveys including the road safety audit to be conducted for the SCTEX. UP shall submit the Preliminary Report two weeks upon the commencement of work.

f.2. Draft Final Report - the draft final report must be submitted to BCDA at least one (1) week prior to the completion date of the study. It shall include the complete and detailed findings and recommendations for comments of the BCDA. These are comprised of the road safety audit, the assessment of plans, the assessment of facility needs and recommendations for the improvement of the SCTEX especially in the context of road traffic safety.

f.3. Final Report - the final report shall include the complete and detailed findings and recommendations incorporating the comments of BCDA. Two (2) hard copies and a soft copy in compact disc (CD) form of the final report shall be submitted within one (1) week from receipt of the comments to the Draft Final Report of BCDA.

- g. UP shall use Microsoft Word, Excel, PowerPoint and Project as appropriate in preparing project documents.

*The final report shall include:*

- Assessment of as-built plans including alignment, cross section, signage, pavement markings and guardrails;
- Road safety audit;
- Assessment of needs for the facilities including suitability of and additional traffic control devices; and
- Recommendations for the improvement of the facilities.

*Obligations of BCDA:*

- a. Make available to the UP through the NCTS the information as may be deemed critical inputs to the Road Facilities

Inventory for the SCTEX. These include the following:

- a.1. maps/plans of the expressway;
  - a.2. traffic reports showing current traffic volume and traffic accidents;
  - a.3. details of any proposed local and area-wide traffic management strategies;
  - a.4. maps/plans showing existing and proposed land-use strategies;
  - a.5. planning reports and associated plans, typical cross-sections; and
  - a.6. proposed grade lines comprising the plans to be audited.
- b. Allocate necessary funds to carry out all the provisions of the Agreement. BCDA shall pay UP the following fees:

- b.1. BCDA agrees to pay UP a total service fee of 370,000.00, inclusive of taxes
- b.2. BCDA agrees to pay UP in four (4) separate installments in accordance with the following schedule:
  - 30% of the total service fee (PhP111,000) shall be paid to UP upon signing of the agreement to cover costs of field surveys;
  - 20% of the total service fee (PhP74,000) shall be paid to UP upon submission of the Preliminary Report
  - 30% of the total service fee (PhP111,000) shall be paid to UP upon submission of the Draft Final Report; and
  - 20% of the total service fee (PhP74,000) shall be paid to UP upon submission of the final acceptance of the final Report.

Period of Project: Effective immediately after its signing by both parties

Date notarized: 13 July 2009

**Memorandum of Understanding for Scientific Cooperation between the University of the Philippines and the Philippine Eagle Foundation (PEF)**

Project: Conduct of research and research-related activities in the conservation of Philippine Biodiversity

Implementing Unit: Institute of Biology, College of Science

Particulars:*The parties agree on the following terms and conditions:*

- a. The University will cooperate with PEF in research and research-related activities in the conservation of Philippine Biodiversity, particularly with regard to the Philippine Eagle and other threatened and endemic species which are under the care of the PEF-managed Philippine Eagle Center;
- b. The University and PEF may undertake joint consultations, field expeditions, seminars and conferences and carry out such programs as are directly responsive to the problems of biodiversity conservation;
- c. The University and PEF will make available its faculty members and staff to participate in the implementation of mutually agreed conservation projects;
- d. Participation of faculty member/s of one institution to projects implemented by the other shall be covered by project-specific Terms of Reference; as agreed upon by their respective heads;

- e. The University shall provide reasonable access to laboratory facility for faculty or graduate students of the other institution who are involved in the projects;
- f. The parties agree to collaborate and coordinate with each other on data sharing and application of science to advance Philippine Eagle research and biodiversity conservation work;
- g. The parties may provide mutual and available support including but not limited to administrative, logistical, and financial as well as other resources to ensure the success and accomplishment of the undertakings; and
- h. The parties commit to abide by all Philippine laws and regulations in its pursuit of programs and projects on Philippine Eagle and biodiversity conservation relative to the undertaking.

Effectivity: Effective for five (5) years upon execution by the parties

Date notarized: 28 October 2009

**Memorandum of Agreement between the University of the Philippines Diliman, Ateneo de Manila University (ADMU), Department of Science and Technology (DOST) and the Philippine Council for Advanced Science and Technology Research and Development (PCASTRD)**

Project: ERDT: Printable Solar Cell Device Coupled with a Supercapacitor Energy Storage Device

Implementing Unit: College of Engineering

Amount of the Project: PhP7,407,664

Particulars:

- a. The project shall be undertaken by ADMU and UPD as collaborating agencies in accordance with the approved project proposal and shall be monitored by PCASTRD. UPD will procure the necessary equipment for the project and lend said equipment to ADMU for the purpose of the project. It is hereby understood that the proponent agency will be allowed to use the equipment of the collaborating agencies;
- b. The DOST support for the Project grant shall be a financial grant of PhP7,407,664 to be expended as allocated in the approved Project Line-item Budget. The Revised Guidelines Governing the Grants-in-Aid Program of DOST shall govern the implementation of the program; and
- c. The project funds shall be released directly by DOST to ADMU and UPD for the equipment outlay subject to fund availability and the projects' fund utilization, except for the project management cost which will be directly released by DOST to PCASTRD as the monitoring council.

Period of Project: The project shall be completed within a period of two (2) years with Y1 grant covering from October 1, 2009 to September 30, 2010. The project shall be implemented during said period or immediately after the release of the project funds

Date notarized: 5 November 2009

**Memorandum of Understanding between the University of the Philippines Diliman and the University of San Carlos (USC)**

Project: Research collaboration

Implementing Unit: Marine Science Institute (MSI),  
College of Science

Particulars:

- a. UP-MSI and USC shall collaborate on research on climate change and the resulting vulnerability of coastal habitats in the Philippines, and share information through mutually approved mechanisms, arrangements and authorships in publications of direct collaborations; and
- b. UP-MSI shall make available information derived from studies on *Lumun lumun* and relevant information in relation to the studies on Cebu Province coastal monitoring related to the Integrated Coastal Enhancement Coastal Research, Evaluation and Adaptive Management (ICE CREAM) program through the projects under Dr. Porfirio M. Aliño and undertaken by Mr. Rommel Seronay and his dissertation advisor, specifically for the purpose of a joint collaborative work between Mr. Dave Anthony Valles and Ms. Annie Diola-Kintanar and her supervisor, Dr. Filipina B. Sotto.

Effectivity: Effective upon signing by the parties

Date notarized: 6 October 2009

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

Project: Improving Fire Endurance of Wood via Plasma Technology

Project Leader: Dr. Henry J. Ramos

Implementing Unit: National Institute of Physics (NIP),  
College of Science

Amount of the Project: PhP1,369,696

Particulars:

- a. The project shall be undertaken by the 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 1,369,696.00 only, the detailed breakdown of which is in the Project Line-Item Budget; and
- c. The Project Leader is expected to fulfil the obligations spelled out in the Annexes of the MOA.

Period of the Project: Shall be effective on August 1, 2009 and shall be in force and effect for one (1) year, but not later than July 31, 2010

Date Notarized: 8 September 2009



## UP Los Baños

**Memorandum of Agreement between the University of the Philippines Los Baños and the Philippine Tourism Authority (PTA)**

**Project:** Improvement on the existing dilapidated facilities of the Makiling Botanic Gardens under the Proposed "Makiling Botanic Gardens Nature Conservation Education and Ecotourism Center"

**Implementing Unit:** College of Forestry, UPLB

**Particulars:**

- a. PTA shall fund the construction of the facilities needed to proceed with the project which involves: reconstruction of existing dilapidated pavilion of the Makiling Botanic Gardens into a 300 sq. meter floor area multi-purpose facility, construction of a new education and information building, and construction of new restrooms near the pavilion, in accordance with plans and specifications to be agreed upon estimated to cost about Php24 Million; and
- b. Upon completion of construction, PTA shall turn over the facilities to UPLB. UPLB shall be responsible thereafter for the administration, operation, continued maintenance and upkeep of the facilities in accordance with the objectives of the project.

**Effectivity:** Effective upon signing by both parties and shall be in force and effect for six (6) months or such other time frame as the parties may agree on, supervising and managing the construction activities until completed

**Date notarized:** October 19, 2009

**OTHER MATTERS****Effectivity of Promotions 2009**

This matter was presented as part of the report of the President.

The President informed the Board that as per the Department of Budget and Management (DBM), promotions for 2009 will be effective 1 June 2009, instead of 1 April 2009, as previously announced. This practically amends the effectivity of promotions already approved by the Board of Regents. Thus, Board action is needed to implement the new effectivity date of promotions for 2009.

**Board action:** **APPROVAL.** Promotions take effect June 2009.

**Request of UP Diliman for Permission to Cut Coconut Trees**

*The coconut trees are located at the following sites:*

1. Between Nos. 54 and 58, F. Aguinaldo St., UP Diliman Campus (coconut tree whose fruits frequently fall on the roofing of said residences)
2. Buildings 4, 5 and 6, Sikatuna Bliss II, UP Diliman Campus

Said trees pose serious danger to the residents in the area.

**Board action:** **APPROVAL.**

**Request of President Roman for Authority to Travel to Taiwan from 27-31 December 2009 to Participate in a Tour Arranged by the Taipei Economic and Cultural Office (TECO)**

The President requests permission to travel on official time to Taiwan from 27 to 31 December 2009, inclusive of travel time, to participate in a tour arranged by the Taipei Economic and Cultural Office (TECO) in the Philippines. As Ambassador Donald C.T. Tee cites in his letter, the tour is for observation and familiarization with the culture, tourism, education, socio-economic and political development in Taiwan.

The Ministry of Taiwan will provide a roundtrip ticket, hotel accommodation and local transportation during the visit.

*From UP, the President requests the following to be taken from the UP International Linkages Fund:*

1. the usual pre-travel allowance;
2. actual cost of un-sponsored meals; and
3. portion of the daily subsistence allowance (DSA) intended for the incidentals.

The President also requests her salary for the period, permission to use the official passport and exemption from payment of travel tax.

**Board action:** **APPROVAL.**

**Request of President Roman for Authority to Travel to Kuala Lumpur, Malaysia from 27-31 March 2010 to Attend the 3<sup>rd</sup> ASEAN-China Rectors' Conference and the 2<sup>nd</sup> AUN Rectors' Meeting**

The President requests permission to travel on official time to Kuala Lumpur, Malaysia from 27 to 31 March 2010, inclusive of travel time, to attend the 3<sup>rd</sup> ASEAN-China Rectors' Conference and the 2<sup>nd</sup> AUN Rectors' Meeting.

The ASEAN University Network (AUN) will provide the economy roundtrip air ticket, hotel accommodation, meals and local transportation.

*From UP, the President requests the following to be taken from the UP International Linkages Fund:*

1. the usual pre-travel allowance;
2. actual cost of un-sponsored meals; and
3. portion of the daily subsistence allowance (DSA) intended for the incidentals.

The President also requests her salary for the period, permission to use the official passport and exemption from payment of travel tax.

**Board action:** **APPROVAL.**

**Request of the UPLB Chancellor for a Board Resolution in Support of Their Project Proposal Entitled "Geo-spatial Center for Agro-ecosystem and Environmental Resource Monitoring, Planning and Disaster Preparedness of Agricultural Production Areas Towards Food Security"**

The aforementioned proposal was submitted to the Department of Agriculture (DA) for possible funding under the Agricultural Competitiveness Enhancement Fund (ACEF).

*The ACEF National Secretariat informed UPLB that their proposal will be scheduled for detailed evaluation subject to the submission of additional requirements, among which is the BOR Resolution citing the following:*

- a. Request for ACEF assistance;
- b. Proposed Equity Contribution;
- c. Assurance of Funds for MOOE during and after Project Implementation; and
- d. Designated Representative who shall transact with DA for and its behalf.

UPLB proposes the grant of Php200 Million from the ACEF, to be managed by the UPLB Administration, in order to rehabilitate existing structures into state-of-the-art laboratories, construct new facilities and purchase specialized equipment important in conducting R and D and providing services needed by DA. To ensure project sustainability after project completion, UPLB is committing its available resources for manpower, maintenance and operating needs. UPLB Administration will assist the University in financially managing the different income generating activities (e.g. analyses, trainings, sales of technologies and knowledge products, etc.) to ensure efficient plowback of finances to maintain the equipment and facilities.

Upon completion of the project, UPLB expects that more technologies such as remote sensing and geographic information on agriculture, fishery and the environment would be generated and made available for use of the stakeholders in the agricultural industry. Moreover, the University will be able to perform more advanced laboratory tests for regulatory purposes, provide more science-based information leading to proper planning and monitoring of the agricultural industry. The University will also cater to more clientele and provide them with updated and reliable knowledge products through the print, online and radio-based media.

With these contributions, the University projects a more vibrant agriculture sector resulting from (a) productive and efficient farmers and fisherfolks using UPLB technologies, (b) sustained agricultural information and extension support coming from the University.

The proposed Center will be located within the UPLB campus, but the research, development and extension programs will be implemented and piloted all over the country specially in areas highly vulnerable to climate change based from IPCC 2007 4<sup>th</sup> assessment report and national assessment. The UPLB, as the national center for agriculture, biotechnology, environment and natural resources with faculty and staff trained to support the mandate of the Department of Agriculture is in a better position to host this project.

Board action: APPROVAL.

**Request of the Institute of Human Genetics, National Institutes of Health, UP Manila for Authority to Purchase the ISCAN System (Microarray Scanner) from Diamed Enterprise Through Direct Contracting Under Sec. 50 (c) of RA 9184**

UP Manila has to finalize the procurement of the Microarray Scanner within December to meet the deadline set by the DOST-PCHRD. If the transaction is not completed before the year ends, the funds will revert back to the Department of Budget and Management and a new request will have to be made.

The budget for the purchase of the equipment is part of a P63 Million research grant for four approved projects. Only one company, Diamed Enterprise, responded to the Philgeps posting for a period of 21 days. The Bids and Awards Committee III of UP Manila certifies that based on the comparison conducted among the five systems of most commonly used microarray scanners in the market, only the

ISCAN Microarray Scanner meets the requirement of the end-user, the Institute of Human Genetics. Moreover, the Committee certifies that based on the documents submitted by Diamed Enterprise, the company has the financial capability of supplying the machine to the University.

The President informed the Board that the Vice President for Administration was asked to make sure that the provisions of the Procurement Law are complied with.

Board action: APPROVAL.

**On The Directorship of UP Diliman Extension Program in Pampanga (UPDEPP)**

Regent Taguiwalo inquired about the status of the selection of the Director of UP Extension Program in Pampanga. The Faculty Regent put on record that the term of office of the incumbent director of the UPDEPP ended last May 2009. The incumbent has been holding over for almost seven (7) months already. Regent Taguiwalo also cited that the existing rule on the selection of deans, directors and other university officials is being violated for 5 months already without a recent explanation on why there is a continuing delay in submitting to the Board the list of nominees for the position.

In response to the query of the Faculty Regent, the President said that she has informed the Chancellor many times about the need for a report but to date she has not received any report from the Chancellor.

Regent Taguiwalo asked what the recourse of the Board would be to ensure that the current policies are followed and that the request of the Board is answered.

Staff Regent Cabrera suggested that the Board issue a resolution directing the Chancellor to submit a report including the list of nominees for consideration by the Board at its next meeting.

The President recalled that in the past, the search process yielded only two nominees, the incumbent who has already served three terms and one who had minimal support from the constituents. The Board agreed to extend the search and look for more nominees. The Chancellor actively searched for more nominees, but there are no takers, so far.

When asked by President Pascual if the Pampanga directorship is a hardship post, President Roman replied that it is not really a hardship post. But one appointed may have to relocate to Pampanga. Dr. Juliet Mallari, the incumbent is the first from the place to occupy the post. In the past, the post was occupied by faculty from UP Diliman.

Regent Taguiwalo pointed out that the Chancellor should be asked to submit a report on the various steps he has taken to find nominees for the post since the Board decision to expand the search process from the two (2) original nominees. The Faculty Regent said that she has heard otherwise, i.e. there are people nominated who are willing to accept the nomination but were not interviewed by the Chancellor. She said that she wants to get the entire picture.

President Roman assured the Board that she would request again the Chancellor to submit a written report on the Search for the Directorship of the UP Diliman Extension Program in Pampanga.

**Proposed Acquisition/Use of TRV *Sardinella*, Owned By UP Visayas for Training and Laboratory Purposes of SUCs under PASUC VI**

Chair Angeles requested from the floor that this item be included in the agenda of the Board. Unfortunately, he had already left for another commitment when the Board reached this particular item.

President Roman explained that the University is disposing the TRV *Sardinella* because of its high maintenance/repair cost. The State Universities and Colleges offered to buy the vessel in the amount of P4 Million being set aside by the Commission on Higher Education

(CHED). However, the Commission on Audit (COA) valued the vessel at P8 Million and therefore it had to be bidden out.

Chair Angeles is proposing to acquire the vessel at P4 Million. President Roman said that she wants to be cautious on the matter because COA valued the vessel at PhP8 Million.

President Roman said that she talked to the Chancellor of UP Visayas, Dr. Minda J. Formacion, and the Chancellor told her that COA advised them to go through the process. The first bidding has failed. If the second bidding fails again, COA will review the value of the vessel and perhaps lower its cost.

The President then suggested that the process be completed. If the second bidding fails, there is reason for direct negotiation. The negotiation should be simple since this is going to be a government to government negotiation. In deference to the Chair, President Roman proposed that this matter be taken up anew in the next meeting of the Board.

Faculty Regent Taguiwalo concurred with the Motion of the President to defer action on the matter for the next Board meeting.

#### **Protest of Regent Abraham Sarmiento on the Election of Dr. Jose C. Gonzales as Director of the Philippine General Hospital**

Regent Sarmiento put on record his intent to protest the election of Dr. Gonzales as Director of the Philippine General Hospital. He said that he would submit his written protest within fifteen (15) days. The Regent is concerned that the Student Regent was allowed to vote even if she is not enrolled and has a suspension order.

Regent Taguiwalo asked if this would affect the effectivity of the decision. President Roman said "No." She added that the term of office of Dr. Alfiler ends on December 31. She is not sure though if Regent Sarmiento will submit his protest soon enough and probably the President said a special meeting of the Board could be convened.

The Faculty Regent clarified that the decision to elect Dr. Gonzales as PGH Director holds until there is an overturning of that decision. To this, the President concurred.

### **MATTERS FOR INFORMATION**

#### **Request of UP Baguio to Move the Schedule of the University Council Meeting from 7 December 2009 to 14 December 2009**

UP Baguio is requesting that the schedule of their University Council Meeting be moved from 7 December 2009 to 14 December 2009. This change is being done in view of the PAC meeting which is scheduled on 7 December 2009.

The President, by virtue of the authority granted her by the Board, approved this request.

### **DEEDS OF DONATION**

#### **UP Diliman**

#### **Deed of Donation and Acceptance between the University of the Philippines Diliman (Donee) and the IBF Electronic GmbH & Co. KG (Donor)**

**Donations:** One (1) Quartz Glass Window, one (1) Spare Quartz Glass and Seals, one (1) Variable Power Supply, one (1) Spare Thyristor Controller, one (1) Magnetron Head, one (1) 3-Stub-Tuner

**End user:** Plasma Physics Laboratory, National Institute of Physics, College of Science

#### **Particulars:**

- The Donor warrants that the abovementioned items are free from all liens, encumbrances and other charges;
- The Donor hereby transfers and conveys, by way of donation unto the Donee the absolute ownership and possession of the abovementioned items; and
- The Donee hereby accepts and acknowledges receipt of the donation, and expresses its appreciation and gratitude for the kind generosity of the Donor, warranting that the abovementioned items shall be properly maintained and utilized solely for the purpose intended.

**Date notarized:** 16 November 2009

#### **Deed of Donation and Acceptance between the University of the Philippines (Donee) and the Toshiba Information Equipment (Philippines), Inc. (Donor)**

**Donation:** Laboratory and Scientific Equipment (8 units Oscilloscope, 10 units Multimeter, 3 units LCR meter)

**Estimated Amount of Donation:** PhP2,400,000

**End User:** National Institute of Physics, College of Science,

#### **Particulars:**

- The Donor warrants that the laboratory and scientific equipment are free from all liens, encumbrances and other charges;
- In consideration of the above premises and the liberality of the Donor and of the high esteem which the Donor holds for the Donee, the Donor hereby transfers and conveys by way of donation unto the Donee the absolute ownership and possession of the laboratory and scientific equipment; and
- The Donee hereby accepts and acknowledges receipt of the donation and expresses its appreciation and gratitude for the kind generosity of the Donor warranting that the laboratory and scientific equipment shall be properly maintained and utilized solely for the purpose intended.

**Date notarized:** 11 September 2009

#### **UP Manila**

#### **Deed of Donation and Acceptance between the University of the Philippines Manila (Donee) and the Community Health Resource Foundation, Inc. (Donor)**

**Donation:** Two (2) units brand new overhead projector, 3M, 250V with serial numbers 248286 and 248328

**Amount of Donation:** PhP18,500

**Recipient:** School of Health Sciences, Palo, Leyte, executed by Community Health Resource Foundation, Inc., in favor of the University of the Philippines through the University of the Philippines Manila

**Particulars:** The Donor, as an act of liberality and generosity, voluntarily and freely gives, transfers, conveys by way of donation, the said equipment.

**Date notarized:** 3 June 2009

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

Project: Proposed Energy and Environmental Engineering Building, Engineering Complex

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

Amount of Contract: PhP5,002,228

Statement of compliance: In the Procurement of the 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.

Particulars:

- a. The Design Consultant shall provide and perform for the University the following architectural and engineering design services:
  1. Detailed Design of the Energy and Environmental Engineering Building. Preparation of detailed and scaled floor plans, elevations and sections; architectural details; structural and civil plans and details, mechanical and electrical plans and details; outline specifications; cost estimate and site development.
  2. Contract Documents Preparation  
Complete construction drawings, specifications and bill of quantities of the Energy and Environmental Engineering Building based on the approved detailed designs, specifications and estimates.
  3. Construction Inspection  
Regular site visits and attendance in construction meetings to check on the faithfulness of the execution of each phase of the Project to the plans, specifications and other related construction contract documents.
- b. The Design Consultant shall perform the following services:
  1. Architectural
  2. Structural Engineering
  3. Electrical Engineering
  4. Mechanical Engineering
  5. Sanitary Engineering
  6. Geotechnical Engineering
  7. Landscape Architect
- c. Prior to or upon signing of the agreement, the Design 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.
- d. The University, through the OCA, shall:
  1. With the assistance of the end-user, provide the Design Consultant with full information regarding the requirements of the Project.

2. Ensure the availability, programming and allocation of funds for the payment of the services of the Design Consultant.
3. Coordinate with the Design Consultant, the Construction Management Team, and the end-user in the design and implementation of the Project.
4. Assist in the coordination of the Design Consultant with various utility agencies in regard to the design and subsequent construction of the project.
5. Assist in the evaluation of technical and financial bids for the architectural and engineering design of the Project.
6. Facilitate the proper implementation of the Project, in coordination with the Construction Management Team, the end-user and the University, in compliance with approved construction plans, specifications, budget.

Period of Contract: One Hundred Twenty (120) calendar days as specified in the Notice to Proceed issued by the University

Date notarized: 28 October 2009

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

Project: Proposed Supply and Property Management Office

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

Amount of Contract: PhP4,058,899

Statement of compliance: 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.

Particulars:

- a. The Contractor shall:
  1. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the plans and Scope of Works;
  2. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
  3. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and
  4. Render warranty services on all works performed in accordance with the provisions of the Agreement and the Contract Documents.

- b. Prior to or upon signing of the Agreement, the Contractor shall furnish the University a performance bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the agreement.
- c. The Contractor shall furnish the University with a guarantee bond in an amount equal to ten percent (10%) of the Contract Price, effective for a period of one (1) year reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.
- d. The Office of the Campus Architect of the University shall have the following functions and responsibilities:
  1. Oversee and monitor all phases of construction works covered under the agreement. This provision shall not relieve the Contractor of its duties and responsibilities;
  2. Conduct regular inspection of the ongoing construction works, its premises, including the inspection of the materials and supplies being used for construction;
  3. Recommend to the University or its proper authorities, any work changes, suspension, or stoppage of the works; and
  4. Certify as to the percentage of completion of the construction works.

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

Date notarized: 26 October 2009

**General Construction Agreement between the University of the Philippines Diliman (University) and Power Dimension, Inc. (Contractor)**

Project: Proposed Rehabilitation of Power System and ACU System of the UP Alumni Engineers Centennial Hall

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

Amount of Contract: PhP3,488,512.54

Statement of compliance: 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.

Particulars:

- a. The Contractor shall:
  1. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the plans and Scope of Works;
  2. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished

materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;

3. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and
  4. Render warranty services on all works performed in accordance with the provisions of the Agreement and the Contract Documents.
- b. Prior to or upon signing of the Agreement, the contractor shall furnish the University a performance bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the agreement.
  - c. The Contractor shall furnish the University with a guarantee bond in an amount equal to ten percent (10%) of the Contract Price, effective for a period of one (1) year reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.
  - d. The Office of the Campus Architect of the University shall have the following functions and responsibilities:
    1. Oversee and monitor all phases of construction works covered under the agreement. This provision shall not relieve the Contractor of its duties and responsibilities;
    2. Conduct regular inspection of the ongoing construction works, its premises, including the inspection of the materials and supplies being used for construction;
    3. Recommend to the University or its proper authorities any work changes, suspension, or stoppage of the works; and
    4. Certify as to the percentage of completion of the construction works.

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

Date notarized: 28 October 2009

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

Project: Proposed UP Theater Renovation, University Theater

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

Amount of Contract: PhP985,995

Statement of compliance: 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.

Particulars:

- a. The Contractor shall:
  - 1. Supply and provide all labor, materials, tools, and equipment, including power and water, transportation and other facilities, services, and all related works for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the plans and Scope of Works;
  - 2. At its own expense, be responsible for the unloading, unpacking, and inspection of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, machinery, and equipment within the site;
  - 3. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss; and
  - 4. Render warranty services on all works performed in accordance with the provisions of the Agreement and the Contract Documents.
- b. Prior to or upon signing of the Agreement, the contractor shall furnish the University a performance bond to guarantee the faithful performance of its obligations under the Agreement and to answer for obligations arising out of or in accordance with the agreement.
- c. The Contractor shall furnish the University with a guarantee bond in an amount equal to ten percent (10%) of the Contract Price, effective for a period of one (1) year reckoned from the date of Final Acceptance. Said Guarantee Bond is to answer for any loss, damage, injury, or expense which the University may incur to make good defects in workmanship or materials that may become evident within one (1) year from the date of Final Acceptance.
- d. The Office of the Campus Architect of the University shall have the following functions and responsibilities:
  - 1. Oversee and monitor all phases of construction works covered under the agreement. This provision shall not relieve the Contractor of its duties and responsibilities;
  - 2. Conduct regular inspection of the ongoing construction works, its premises, including the inspection of the materials and supplies being used for construction;
  - 3. Recommend to the University or its proper authorities, any work changes, suspension, or stoppage of the works; and
  - 4. Certify as to the percentage of completion of the construction works.

Period of Contract: Within 60 calendar days as specified in the Notice to Proceed issued by the University

Date notarized: 26 October 2009

**UP Manila**

**Contract for Disposal of Hazardous and Toxic Health Care Waste (DHTHCW) between the University of the Philippines Manila (UPM) and Cleanway Technology Corporation (CTC)**

Service: Collection, Transportation, Treatment and Proper Disposal, using DENR-accepted technology/methods, as provided for by the Clean Air Act of 1999 and other

pertinent laws and legislations, the hazardous toxic health care wastes generated by UP Manila

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

Amount of Contract: UP Manila shall pay to CTC a service fee of PhP23 per kilogram to be computed based on the total collection accumulated on a monthly basis, inclusive of 12% VAT which shall incur more or less a total of PhP7,556,397 for the contract period of 12 months

Statement of compliance: Pertinent laws (Clean Air Act of 1999 and other pertinent laws and legislations), University rules and regulations have been fulfilled/complied with in the execution/ signing of the contract

Particulars:

*Responsibilities of the contractor:*

- a. CTC shall collect, transport, treat, properly dispose, using DENR - accepted technology/methods, as provided for by the Clean Air Act of 1999 and other pertinent laws and legislations, the hazardous and toxic health care wastes generated by UP Manila which are under the following categories: infectious waste, pathological and anatomical waste, sharp object, pharmaceutical waste, chemical waste, busted fluorescent lamps/bulbs;
- b. The frequency and manner of collection, transport, treatment and disposal of hazardous and toxic health care wastes shall be in accordance with the conditions stated in the contract;
- c. CTC shall collect and properly dispose the biomedical and toxic waste of UP Manila as the need arises which need shall be mutually agreed upon by the parties;
- d. CTC shall supply pails free of charge at the collection points or garbage station as mutually agreed upon;
- e. CTC shall collect waste materials at an area designated by the UP Manila personnel;
- f. Every first week of the month, CTC shall issue to UP Manila a certificate of disposal for every particular biomedical and toxic waste disposed that conforms to existing laws;
- g. For monitoring purposes, CTC shall issue control forms for every collection thereon indicating the total weight of the waste collected using CTC measuring devices; and
- h. CTC shall post a performance bond in the form of surety bond equivalent to at least 30% of the Contract Price or in the amount of Php2,266,919.01 to be secured from the Government Service Insurance System (GSIS) or other reputable financial institution.

Period of Contract: Effective 1 September 2009 until 31 August 2010

Date notarized: 28 September 2009

**General Construction Agreement between the University of the Philippines Manila (UPM) and PGM Construction and Plumbing Services (PGMCPS)**

Project: Renovation of Classroom (Room 407) at Lara Hall, College of Public Health

Mode of Procurement: The subject agreement to be executed between the parties passed through the usual procedure,

including a public bidding which was conducted on 12 August 2009, where PGMCPs was determined by BAC 2 as a responsive bid/proposal

Amount of Contract: PhP748,338.89

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

Particulars:

***Responsibilities of the Contractor:***

- a. The Contractor shall secure all pertinent permits required by any government office or agency in connection with the project;
- b. The Contractor shall comply with all laws, rules and regulations promulgated by the government of the Republic of the Philippines, including those on labor, environment, safety and sanitation, those regulating the construction industry, and other pertinent laws;
- c. The Contractor shall immediately notify the University in writing and comply with the instructions to be given by the University, if any portion of the agreement or parts of the contract documents are contrary to any law, rule or regulation;
- d. The Contractor shall take all precautionary measures to ensure the safety and convenience of the workers and the general public and to take all appropriate steps to prevent damage or injury to persons or property in or about or adjacent to the premises where the work is being performed;
- e. The Contractor warrants and guarantees that all materials to be used for the project are new, free from hidden defects, and fully complies in every respect with the specifications, approved samples, and other requirements of the contract documents;
- f. The Contractor warrants that the works done under this agreement, including those performed by sub-contractors, if any, shall be free from defect, shrinkage, fault due to defective or improper materials, planning or workmanship;
- g. In the event of pre-termination, the Contractor, its representatives, personnel, or sub-contractors shall voluntarily turn over the project to the University and in no case continue occupying the premises and its surroundings;
- h. The Contractor shall leave the work in good order upon completion;
- i. The Contractor shall be responsible for the storage and safekeeping of all University supplied materials, if any, fully turned over to its custody by the University;
- j. The Contractor assumes full responsibility for the acts, omissions, or negligence of its employees, workers, agents, and those of its sub-contractors and their employees, as well as for all other persons doing work under this agreement; and
- k. The Contractor shall hold the University free and harmless from, and hereby binds and obligate itself to indemnify the University for liabilities, losses, damages, injuries including death, claims, demands, suits, proceedings, judgments, awards, fines, penalties and all expenses of whatever kind and nature arising from and by reason of the agreement.

Period of Contract: Within 45 working days reckoned from the date of receipt of the Notice to Proceed

Date notarized: 20 October 2009

**Contract for Dismantling and Disposal of Asbestos Ceiling Panels between the University of the Philippines Manila and ASM Francisco Construction and Development Corporation (ASMFDC)**

Service: Dismantling, collection, transportation and proper disposal, using DENR-accepted technology/methods, as provided for by the Clean Air Act of 1999 and other pertinent laws and legislations, the Asbestos Ceiling Panels generated by the rehabilitation of the Old College of Dentistry Building

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

Amount of Contract: UP Manila shall pay ASMFDC a service fee of PhP868,000 inclusive of all taxes, licenses, and other charges which may accrue by virtue of the contract, upon completion of disposal and submission of corresponding Certificate of Disposal issued by the authorized representative of the final disposal facility

Statement of compliance: Pertinent laws (Clean Air Act of 1999 and other pertinent laws and legislations), University rules and regulations have been fulfilled/complied with in the execution/signing of the contract

Particulars:

***Responsibilities of the contractor:***

- a. ASMFDC, through the subcontractor, shall dismantle, collect, transport, properly dispose, using DENR-accepted technology/methods, as provided for by the Clean Air Act of 1999 and other pertinent laws and legislations, the asbestos ceiling panels generated by the rehabilitation of the Old College of Dentistry Building;
- b. The dismantling, collection/packaging, transport and disposal of the asbestos ceiling panels shall be done in accordance with the Scope of Works and Specifications for the contract; and
- c. ASMFDC shall post a performance bond in the form of surety bond equivalent to at least 30% of the contract Price or in the amount of PhP260,400 to be secured from the Government Service Insurance System (GSIS) or other reputable financial institution.

Period of Contract: The Contractor shall complete the dismantling and disposal works within 15 calendar days reckoned from the date of acceptance of Notice to Proceed

Date notarized: 19 October 2009

**Supply Contract between the University of the Philippines (University) and Brownstone Asia-Tech, Inc. (Supplier)**

Supply: Ion Fleet LC/MS with PQD Features and its accessories

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

Amount: PhP13,500,000

**Statement of compliance:** Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), University rules and regulations have been fulfilled/ complied with in the execution/signing of the contract

**Period of Contract:** Complete delivery of the Ion Fleet LC/MS with PQD Features and its accessories to UP Manila DPSM, College of Arts and sciences shall be made within a period not longer than sixty to seventy five (60-75) days upon the receipt of Purchase Order by the Supplier

**Date notarized:** 2 December 2009

**Supply Contract between the University of the Philippines (University) and Lifeline Diagnostics Supplies, Inc. (Supplier)**

**Supply:** 120 kits of MP Neonatal PKU, 2000T for the Institute of Human Genetics, National Institutes of Health (IHG-NIH)

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

**Amount:** PhP7,200,000

**Statement of compliance:** Pertinent laws (RA 9184), the Government Procurement Reform Act and Implementing Rules and Regulations (IRR), University rules and regulations have been fulfilled/ complied with in the execution/signing of the contract

**Particulars:**

*Dr. Carmencita D. Padilla, Director of Institute of Human Genetics, submitted a justification for the purchase of the MP Neonatal PKU, 2000T from Lifeline Diagnostics Supplies, Inc. as follows:*

- a. That they have previously validated the kits' suitability and effectiveness for large-scale neonatal screening through extensive parallel tests;
- b. That they have been using the kits for PKU screening for more than a year; and
- c. That the kits are sold by Lifeline Diagnostics Supplies, Inc., the exclusive dealer and manufacturer which does not have sub-dealers selling at lower prices and for which no suitable substitute can be obtained at more advantageous terms to the government.

**Period of Contract:** Complete delivery of the MP Neonatal PKU, 2000T to UP Manila Institute of Human Genetics, National Institutes of Health shall be made within a period not longer than three (3) months upon the receipt of the Supply Contract by the Supplier

**Date notarized:** 20 November 2009

**UP Open University**

**Contract of Lease between the University of the Philippines Open University (UPOU) and UP Baguio (UPB)**

**Project:** Lease of space to be used by UPOU as its office for the Learning Center and as classroom for its study sessions

**Leased Area:** Approximately 64 sq.m. of office space located at #1 Governor Pack Road, Baguio City

**Rental Rate:** PhP10,000/ month plus PhP2,000/ month flat fee for cost of utilities, security and janitorial

**Effectivity:** Effective for a period of two (2) years beginning 1 August 2009 until 31 July 2011

**Date notarized:** 17 August 2009

**Contract of Lease between the University of the Philippines Open University (UPOU) and the Department of Education, Division of Misamis Occidental (DepEd, MIS. OCC.)**

**Project:** Lease of space as testing center for its UPOU's distance education degree programs

**Leased Area:** Approximately 10 sq.m. of office space located at DepEd, MIS. OCC., Osilao Street, Oroquieta City

**Rental Rate:** PhP500 fixed monthly rate for actual use

**Effectivity:** Effective for a period of one (1) year beginning 1 June 2009 and may be renewed by the parties every year thereafter, unless sooner terminated by sixty (60) days prior written notice by either party

**Date notarized:** 7 August 2009





## SEPARATIONS FROM THE SERVICE

### UP MANILA

**Bragado, Jilden Riva S.**, Administrative Officer V, National Institutes of Health, effective 15 October 2009, Resignation

**De Pano, Jossa M.**, Executive Assistant II, National Institutes of Health, effective 19 October 2009, Resignation

**Dimasuay, Teresita J.**, Administrative Officer III, Central Administration, effective 24 October 2009, Compulsory Retirement

**Valbuena, Leah Veneessa L.**, Senior Lecturer 1, College of Arts and Sciences, effective 31 October 2009, Resignation

**Del Rosario, Glenn Sandee**, Instructor 2, College of Pharmacy, effective 31 October 2009, Resignation

**Dullas, Cristina T.**, Administrative Aide VI, Central Administration, effective 01 November 2009, Resignation

**Mariano, Leonardo Jr. M.**, Instructor 1 (PT), College of Allied Medical Professions, effective 01 November 2009, Resignation

**Cantomayor, Diosdado C.**, Instructor 2, College of Arts and Sciences, effective 01 November 2009, Resignation

**Rubio, Maria Elena T.**, Lecturer 1, College of Arts and Sciences, effective 01 November 2009, Resignation

**Tabin, Lorenzo II R.**, Instructor 1, College of Arts and Sciences, effective 11 November 2009, Resignation

**Batay, Carolyn L.**, Instructor 2, College of Pharmacy, effective 01 November 2009, Resignation

**Alcasabas, Ana Patricia A.**, Research Assistant Professor 1, National Institutes of Health, effective 10 November 2009, Resignation

**Paglalunan, Catalino B.**, Administrative Aide III, College of Arts and Sciences, effective 08 December 2009, Death

### PHILIPPINE GENERAL HOSPITAL

#### *As of 1<sup>st</sup> Quarter 2009*

**Celestino, Mila Anne P.**, Medical Officer III, effective 14 January 2009, Resignation

**Rodriguez, Don M.**, Medical Officer III, effective 01 January 2009, Resignation

#### *As of 2<sup>nd</sup> Quarter 2009*

**Catbagan, Adrian B.**, Medical Specialist III (PT), effective 15 April 2009, Transfer

**Legaspi, Eric Dennis C.**, Medical Specialist III (PT), effective 01 June 2009, Transfer

#### *As of 3<sup>rd</sup> Quarter 2009*

**Catiwala-an, Michael T.**, Medical Officer III, effective 28 August 2009, Completion of Training

**Manapat, Adrian E.**, Medical Specialist III (PT), effective 03 September 2009, Transfer

**Dela Cruz, Karina Michaela C.**, Medical Officer III, effective 31 August 2009, Resignation

**Lopez, Maria Luisa A.**, Pharmacist II, effective 16 July 2009, Resignation

#### *As of 4<sup>th</sup> Quarter 2009*

**Abad, Elizabeth M.**, Pharmacist III, effective 14 October 2009, Resignation

**Alamis, Zindy**, Nursing Attendant II, effective 28 December 2009, Resignation

**Arambulo, Ma. Cresilda G.**, Nurse II, effective 24 December 2009, Resignation

**Arboleda, Raquell DJ.**, Medical Technologist II, effective 01 November 2009, Resignation

**Austral, Vanessa A.**, Nurse II, effective 07 November 2009, Resignation

**Bacuyag, Daisy P.**, Pharmacist III, effective 04 November 2009, Resignation

**Balais, Oliver A.**, Nurse II, effective 03 December 2009, Resignation

**Batalla, Mary Grace Anne P.**, Nurse II, effective 02 November 2009, Transfer

**Bautista, Marlon E.**, Pharmacist III, effective 04 December 2009, Resignation

**Bayawa, Marivic P.**, Nursing Attendant II, effective 31 December 2009, Resignation

**Baylon, Sharon R.**, Nurse II, effective 11 October 2009, Resignation

**Berdejo, Michelle P.**, Nurse II, effective 06 November 2009, Resignation

**Calugay, Jennielyn E.**, Nurse II, effective 09 November 2009, Resignation

**Contrevida, Grace S.**, Nurse III, effective 26 October 2009, Resignation

**Cunanan, Christian P.**, Nurse II, effective 26 November 2009, Resignation

**De la Torre, Sergio Jr. S.**, Nurse III, effective 19 November 2009, Resignation

**Dela Peña, Mirafior H.**, Social Welfare Officer II, effective 15 December 2009, Resignation

**Del Rosario, Maria Luisa C.**, Nurse I, effective 10 December 2009, Resignation

**Deocampo, Rona J.**, Nurse II, effective 28 December 2009, Resignation

**Deyto, Sheena J.**, Nurse II, effective 22 October 2009, Resignation

**Domingo, Arva Mae H.**, Nurse II, effective 09 November 2009, Resignation

**Domingo, Emily Jean T.**, Nurse II, effective 28 November 2009, Resignation

**Domingo, Everlyn C.**, Nurse II, effective 15 November 2009, Resignation

**Domingo, Roland Enrique D.**, Director II, effective 03 November 2009, Resignation

**Episcope, Medy C.**, Medical Technologist III, effective 31 October 2009, Compulsory Retirement

**Espejo, Candice C.**, Nurse II, effective 04 December 2009, Resignation

**Espinoza, Joana Paola M.**, Nurse II, effective 27 November 2009, Resignation

**Esquivel, Grace R.**, Nurse III, effective 16 November 2009, Resignation

**Eugenio, Rodolfo Jr. L.**, Nurse II, effective 03 November 2009, Resignation

**Fernandez, Leah P.**, Medical Technologist II, effective 19 October 2009, Resignation

**Galvez, Charen L.**, Nurse II, effective 07 December 2009, Resignation

**Gamit, Danilo L.**, Nurse II, effective 19 November 2009, Resignation

**Gaspar, Julieta B.**, Nurse II, effective 05 December 2009, Resignation

**Gesolgon, Nadja L.**, Nurse II, effective 03 October 2009, Resignation

**Gloria, Delisha D.**, Pharmacist II, effective 01 December 2009, Resignation

**Guoc, Maryanne R.**, Nurse II, effective 19 November 2009, Resignation

**Guarin, Rizalito S.**, Administrative Aide III, effective 21 December 2009, Death

**Guzman, Rowel D.**, Laboratory Aide II, effective 01 October 2009, Resignation

**Laforteza, Wilda Richa M.**, Nurse II, effective 01 November 2009, 01 November 2009

**Lagunday, Majella P.**, Nurse II, effective 23 December 2009, Resignation

**Llaguno, Reylynne B.**, Nurse II, effective 19 December 2009, Resignation

**Lunas, Christian Czar C.**, Nurse II, effective 05 October 2009, Resignation

**Macalinao, Joseph Avelino C.**, Physical Therapist II, effective 09 October 2009, Resignation

**Mactal, Napoleon Y.**, Nurse II, effective 09 November 2009, Resignation

**Manalastas, Ma. Shiela T.**, Administrative Aide IV, effective 06 October 2009, Resignation

**Manalo, Robert Cris C.**, Nurse II, effective 16 November 2009, Resignation

**Manigos, Anson R.**, Nurse II, effective 16 November 2009, Resignation

**Mendoza, Jerewin R.**, Nurse II, effective 30 November 2009, Resignation

**Nobleza, Joseph DG.**, Nurse II, effective 06 December 2009, Resignation

**Nubla, Daisie S.**, Laboratory Aide II, effective 17 October 2009, Resignation

**Olivar, Catherine I.**, Nurse II, effective 01 October 2009, Resignation

**Palafox, April Rose M.**, Nurse II, effective 06 November 2009, Resignation

**Peñaflor-Ang, Ethel Rose T.**, Nurse III, effective 29 November 2009, Resignation

**Pentini, Edelyn R.**, Nurse II, effective 05 October 2009, Resignation

**Perez, Maria Salome D.**, Nursing Attendant II, effective 04 December 2009, Optional Retirement

**Pineda, Marianne Paula S.**, Nurse II, effective 20 October 2009, Resignation

**Rabang, Concepcion M.**, Records Officer II, effective 09 December 2009, Optional Retirement

**Ravancho, Ria N.**, Nurse II, effective 06 December 2009, Resignation

**Recidoro, Joann B.**, Nurse II, effective 20 December 2009, Resignation

**Rilloraza, Michelle G.**, Nurse II, effective 28 November 2009, Resignation

**Roque, Rosalie M.**, Nurse II, effective 25 October 2009, Resignation

**Saludes, Wilhelmina A.**, Nursing Attendant II, effective 04 December 2009, Optional Retirement

**Salvador, Jessica A.**, Nurse II, effective 05 December 2009, Resignation

**Sarmiento, Sheryl L.**, Nurse II, effective 30 November 2009, Resignation

**Somintac, Arphie T.**, Nurse II, effective 31 December 2009, Resignation

**Tapia, Adolfo III T.**, Nurse II, effective 05 October 2009, Resignation

**Torlao, Jolie Grace R.**, Nurse II, effective 24 October 2009, Resignation

**Tugade, Leo de Vera**, Radiologic Technologist II, effective 05 October 2009, Resignation

**Valmeo, Juanito Jr. E.**, Nurse II, effective 05 October 2009, Resignation

**Villanueva, Cherry Ann S.**, Nurse II, effective 16 November 2009, Resignation

**Pal, Ma. Eugenia B.**, Administrative Aide IV, effective 01 October 2009, Resignation

**Reyes, Reynar Christian A.**, Nurse II, effective 01 December 2009, Resignation

#### UP LOS BAÑOS

**David, Wilfredo P.**, Professor 12, College of Engineering and Agro-Industrial Technology, effective 12 October 2009, Retirement

**Echano, Franco E.**, Administrative Aide I, Office/Unit, effective 25 October 2009, Retirement

**Durante, Clemenita T.**, Accountant III, Accounting Office, effective 21 November 2009, Retirement

**Flavier, Maxima E.**, Professor 5, College of Arts and Sciences, effective 31 October 2009, Retirement

**Gibas, Emmanuel J.**, Security Guard III, Office/Unit, effective 19 October 2009, Retirement

**Lapie, Fernando B.**, Farm Worker I, College of Agriculture, effective 07 October 2009, Death

**Llaguna, Elena S.**, Administrative Officer V, Office/Unit, effective 20 October 2009, Death

**Mellodillar, Leopoldo A.**, Administrative Officer I, Office/Unit, effective 07 October 2009, Retirement

**Mulimbayan, Armando M.**, Security Guard III, Office/Unit, effective 04 October 2009, Retirement

**Quimio, Celsa A.**, Associate Professor 2, College of Agriculture, effective 12 October 2009, Retirement

**Rovelo, Jaime M.**, Farm Worker II, College of Agriculture, effective 26 October 2009, Retirement

**Solivas, Emeterio S.**, Associate Professor 7, College of Arts and Sciences, effective 31 October 2009, Retirement

**Vicencio, Beato L.**, Forest Technician II, College of Forestry and Natural Resources, effective 01 October 2009, Retirement

**Albao, Marvin A.**, Associate Professor 2, College of Arts and Sciences, effective 01 November 2009, Resignation

**Baril, Lorenzo G.**, Administrative Aide V, Office/Unit, effective 14 November 2009, Retirement

**Biado, Ruth Eloisa O.**, Instructor 2, Office/Unit, effective 15 November 2009, Resignation

**Cabrera, Jonathan F.**, Assistant Professor 1, Office/Unit, effective 01 November 2009, Resignation

**Comendador, Avelina J.**, Medical Technologist III, Office/Unit, effective 10 November 2009, Retirement

**De Sagun, Christine D.**, Instructor 4, Office/Unit, effective 16 November 2009, Resignation

**Gapud, Marietta A.**, Assistant Professor 7, College of Arts and Sciences, effective 04 November 2009, Retirement

**Mataverde, Clemente P.**, Administrative Aide III, Office/Unit, effective 25 November 2009, Death

**Medrano, Anthony Hilmer S.**, Instructor 5, Office/Unit, effective 01 November 2009, Resignation

**Nucup, Noly N.**, Administrative Assistant III, Office/Unit, effective 12 November 2009, Death

**Piamonte, Germelina R.**, Administrative Officer II, Office/Unit, effective 11 November 2009, Death

**Rapera, Rainier Alexis L.**, Instructor 1, Office/Unit, effective 01 November 2009, Resignation

**Rara, Eigen Israel M.**, Instructor 2, Office/Unit, effective 01 November 2009, Resignation

**Santillana, Carolina P.**, Professor 1, College of Public Affairs, effective 04 November 2009, Retirement

**Antolin, Merle F.**, University Researcher I, Office/Unit, effective 31 December 2009, Retirement

**Aquino, Norlio G.**, Security Officer IV, Office/Unit, effective 31 December 2009, Retirement

**Belen, Regino C.**, Administrative Aide III, Office/Unit, effective 30 December 2009, Death

**Domingo, Lorna P.**, University Researcher II, Office/Unit, effective 22 December 2009, Retirement

**Lat, Dominga C.**, Administrative Assistant II, Office/Unit, effective 31 December 2009, Retirement

**Ledesma, Salome C.**, College Librarian III, Office/Unit, effective 31 December 2009, Retirement

**Mangohig, Joseph A.**, Administrative Aide V, Office/Unit, effective 31 December 2009, Retirement

**Manimtim, Erlinda L.**, Laboratory Technician I, Office/Unit, effective 31 December 2009, Retirement

**Navales, Mario H.**, Laboratory Technician I, Office/Unit, effective 17 December 2009, Death

**Paladin, Jose P.**, Administrative Aide IV, Office/Unit, effective 31 December 2009, Retirement

**Vargas, Lydia V.**, Household Attendant II, Office/Unit, effective 09 December 2009, Retirement

**Grande, Elmer Harold O.**, Assistant Professor 1, effective 30 November 2009, Resignation

**Luis, Edwin S.**, Professor 9, College of Agriculture, effective 23 November 2009, Retirement

## UP VISAYAS

### *As of 3<sup>rd</sup> Quarter 2009*

**Baldevarona, Rodolfo B.**, Professor 3, College of Fisheries and Ocean Sciences, effective 02 September 2009, Death

**Fernandez, Rodolfo S.**, Administrative Assistant III, College of Fisheries and Ocean Sciences, effective 23 September 2009, Retirement

**Ferolino, Rolando B.**, Construction and Maintenance General Foreman, Campus Development and Maintenance Office, effective 01 July 2009, Retirement

**La Guardia, Joewena R.**, Administrative Aide IV, UPV Cebu College, effective 15 September 2009, Resignation

**Lopez, Cesar B.**, Administrative Aide VI, UPV Tacloban College, effective 05 September 2009, Death

**Santander, Sheryll S.**, Museum Technician I, College of Fisheries and Ocean Studies, effective 01 July 2009, End of Contract

### *As of 4<sup>th</sup> Quarter 2009*

**Abila, Sanley S.**, Assistant Professor 4, College of Arts and Sciences, effective 01 October 2009, End of Contract

**Adlawan, Julieta E.**, Administrative Assistant II, UP Visayas Cebu College, effective 01 November 2009, Retirement

**De la Cruz, Aileen Marie A.**, Instructor 3, College of Management, effective 01 October 2009, Resignation

**De los Santos, Perla D.**, Associate Professor 7, College of Management, effective 01 October 2009, Retirement

**Divinagracia, Angiebel A.**, Instructor 1, UP Visayas Tacloban College, effective 01 November 2009, Reclassified

**Funtecha, Henry F.**, Professor 9, College of Arts and Sciences, effective 15 October 2009, Death

**Magayones, Agapito C.**, Administrative Aide III, UP Visayas Tacloban College, effective 31 December 2009, Retirement

**Palermo, Junious Bryan M.**, Instructor 1, UP Visayas Cebu College, effective 09 November 2009, Resignation

**Varona, Karen Y.**, Instructor 1, College of Arts and Sciences, effective 01 November 2009, End of Contract

## HISTORICAL DOCUMENT

### **Christmas Message to the UP Community**

Published in the UP System Homepage on December 2, 2009

This is the fifth time that I sit down to write a Christmas message to the UP community. And, rereading my earlier messages, I am struck by the frequency with which one note recurs. This note might be described as one of determined optimism.

It would seem that since 2005—the year that I began my term as UP President—the Christmas season has been an opportunity to affirm the possibility of better things, and better times, despite the most discouraging circumstances.

Nor are things much different today.

We are rebuilding our lives in the wake of terrible floods, a particularly savage crime against innocent civilians, a pandemic, global economic recession, unprecedented environmental degradation. This, combined with relentless, grinding poverty and the lack of a clear national leadership, makes it difficult to think of peace and joy and goodwill toward all.

And yet, an image comes to mind—a front page photo of a little girl, on her way to school, very neat in her starched school uniform, complete with ID, looking apprehensively down at the flood waters all around the frail raft on which she stands but holding bravely on to her father's shoulder.

And we remember other images, flashed on national and international television—images of a people's tremendous resiliency of spirit, unflinching courage, ingenuity, generosity, a willingness to help neighbors at the cost of comfort and even of life itself. And we take heart.

We are a people who can roll with the punches and come up smiling, even laughing... a people who will grieve over the death of some relatives and friends, and thank the lord for having spared the rest... We surely deserve peace and joy and goodwill.

So, my friends, let us celebrate the gifts that we do have, and wish one another good cheer. We have more work to do.

Let us begin, again.



**EMERLINDA R. ROMAN**

President